

Please read these terms of use carefully before using Interact, our online customer portal, as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected hereto ('the Portal'). By using our Portal, you indicate that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use the Portal.

WHO WE ARE AND HOW TO CONTACT US

Interact is a customer portal operated by Ultima Business Solutions Limited ("we", "us", "our"). We are a limited company registered in England and Wales under company number 02521249 and have our registered office at Gainsborough House, Manor Farm Road, Reading, England, RG2 0NA.

To contact us, please speak to your sales contact or visit our [website](#).

THERE ARE OTHER TERMS THAT APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of the Portal:

- The terms which you have agreed with us in respect of the services we provide to you, or in the absence of such agreed terms, the latest General Terms, available on our website [here](#).
- Our [Privacy Policy](#), which sets out how we will use and process your personal information. By using the Portal, you consent to such processing, and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#), which sets out information about the cookies we use.

WE MAY MAKE CHANGES TO THESE TERMS

We may amend these terms from time to time which will become effective immediately upon posting the modified Portal terms on our site. Every time you wish to use the Portal, please check the page on our site containing these Portal terms to ensure you understand the terms that apply at that time. For the avoidance of doubt, any use of the Portal by you after any such modified Portal have been posted will be deemed acceptance by you of those modified Portal terms.

YOUR ACCESS AND USE OF THE PORTAL

The purpose of the Portal is to facilitate your use of our services. Subject to the provisions set out in these terms, we may allow you to use the Portal to:

- place orders for the services we provide.
- access your quotes in respect of your orders.
- access your billing information for orders.
- request the movement of stock belonging to you and held in our possession.
- for other purposes which we have notified you of in writing from time to time.

We may withdraw any or all of these services at any time without notice to you.

You acknowledge that you remain responsible for all the orders placed and stock movements requested by you via the Portal and you remain solely responsible for paying the invoices raised by us, by a payment method specified by us, in respect of such orders and stock movements.

In accessing and using the Portal:

- You must not use or permit the Portal to be used in any way that causes the Portal or access to it to be interrupted, damaged or impaired in any way.
- You must not access or use the Portal for any purpose which is unlawful or are prohibited by these terms.
- You acknowledge that you remain responsible for configuring your information technology, computer programmes and platform to access the Portal and should use your own virus protection software to ensure that by using the Portal, your computer systems are not exposed to viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. For the avoidance of doubt, we do not accept responsibility for any damage or loss caused to your systems which arises in connection with your use of the Portal.
- You must not misuse the Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Portal, the server on which

the Portal is stored on any server, computer or database connected to the Portal. You must not attack the Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

You acknowledge that in the event of a breach of these terms, your right to use the Portal will cease immediately and we may terminate your access and use without notice.

USER ID

You must ensure that when you are provided with a UserID, logon names, PIN, passwords, user identification code or any other piece of information as part of our security procedures (“**UserID**”), you must treat such information as confidential. You must only provide the UserID to a person who has been authorised by both you and us to use the Portal (“**Authorised Person**”).

You must ensure that each Authorised Person uses the UserID allocated to them only and that the Authorised Person has been properly trained to use the Portal. For the avoidance of doubt, you must not allow the transfer or sharing of a UserID without obtaining our prior written consent.

You must notify us immediately if:

- a UserID is lost.
- if a UserID becomes or you suspect may become known or accessible to an unauthorised person.
- an Authorised Person employed or engaged by you has left. You must ensure that their access to the Portal is disabled promptly, and you agree and acknowledge that you remain liable for any actions they take until their account is disabled.
- is no longer to be used for any reason by the Authorised Person to which it was allocated.

On becoming aware of any unauthorised use of or access to the Portal, as well as proving us with immediate notice, you must take all the steps to ensure that such use or activity ceases and prevent a recurrence of it. We do not accept responsibility for actions taken by unauthorised persons or where you have failed to provide us with notice as set out above.

We reserve the right to disable any UserID without notice, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

WE MAY MAKE CHANGES TO THE PORTAL

We may, without notice, update and change the Portal from time to time to reflect changes to our services, our users' needs, and our business priorities.

WE MAY SUSPEND OR WITHDRAW THE PORTAL

We do not guarantee that the Portal or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Portal for any reasons without notice. We will not be liable if for any reason the Portal is unavailable at any time.

You are also responsible for ensuring that all of your personnel who access the Portal are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the Portal, and in the materials published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You are granted a non-exclusive, non-assignable, non-transferable, limited and revocable licence to use the content available on the Portal only for the purposes described in these terms. You must not modify, copy, reproduce, modify, create derivative works of, publish, transmit, display, sub-license or distribute any of the content on the Portal without our prior written consent. Our status (and that of any identified contributors) as the authors of content on the Portal must always be acknowledged.

You must not use any part of the content on the Portal for commercial purposes without obtaining a licence to do so from us or our licensors. If you share or repost any part of the Portal in breach of these terms of use, your right to use the Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You retain all of your ownership rights in your information, but you are required to grant us and other users of the Portal a limited licence to use, store and copy that information and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any information posted or uploaded by you to the Portal constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any information you make

on the Portal if, in our opinion, your post does not comply with our standards. You are solely responsible for securing and backing up your content. We do not store terrorist content/information.

When you upload information to the Portal, you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that information in connection with the services provided by the Portal and across different media including to promote the Portal or the services forever.

CONFIDENTIALITY

You acknowledge and agree that the Portal may contain information which is confidential to us and you agree not to disclose such information to any third party (unless required by law) without our prior written consent.

NO TEXT OR DATA MINING, OR WEB SCRAPING

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Portal or any services provided via, or in relation to, the Portal. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

OUR LIABILITY

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to the Portal or any content on it.

We will not be liable to you for any indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Portal; or
- use of or reliance on any content displayed on the Portal.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss or damage of data;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Our maximum aggregate liability under or in connection with these terms for use the Portal whether in contract, tort, (including negligence) or otherwise, shall in all circumstances be limited to a sum of £100.

You indemnify us against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using the UserID provided to you (whether or not you have authorised that person to use the UserID) to comply with these terms.

TRANSFER OF THE TERMS

We may transfer our rights and obligations under these terms to another organisation.

LINKS FROM THE PORTAL

Where the Portal contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

APPLICABLE LAW AND JURISDICTION

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to or use of the Portal although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.