

Website Terms of Use

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The website hosted at <https://www.pillar4consultants.co.uk/> (the "Website") is owned and operated by Pillar 4 Consultants Ltd ("Pillar 4" "our"). Pillar 4 advises you to read these Terms of Use (the "Terms") carefully before using the Website. By accessing and/or using the Website you are deemed to accept and be bound by these Terms, therefore if you do not wish to be bound by these Terms you should not access or use the Website.

The content published on the Website, and in particular the products, services, or insights provided, should not be construed as regulatory, legal, or any other professional advice or services. You should consult with an attorney or other professional advisor familiar with your particular factual situation for advice.

1. Access to the Website

1.1 – Generally, Pillar 4 will ensure that access to the Website is always available, from time to time Pillar 4 may decide to temporarily restrict or block access to, or use of, all or part of the Website without notice and reserve the right to do so, whether for the purpose of servicing the Website or otherwise. Subject to clause 4, Pillar 4 accepts no liability, no matter how that may be caused, arising from any unavailability, interruption, defect or loss of access to or function of the Website or any part of it at any time.

1.2 – Pillar 4 reserves the right to withdraw and/or amend services or content on the Website without notice and Pillar 4 accepts no liability, no matter how that may be caused, arising from Pillar 4 doing so.

1.3 - Whilst Pillar 4 endeavours to ensure that all the information included on the Website is correct, up to date and complete, Pillar 4 is not obliged to identify to you any content which is incorrect, out of date, superseded or incomplete, nor is Pillar 4 obliged to update, correct or complete such content. Pillar 4 hereby disclaims any express or implied warranties as to the completeness or accuracy of the Website or its content, including but not limited to regulatory information published by Pillar 4 on the Website (such as insight reports), and Pillar 4 accepts no liability, no matter how that may be caused, arising from any information which is not correct, up to date, complete, or which has been superseded.

2. Permitted Use and Access

2.1 - You are permitted to use and access the Website on a personal, non-commercial basis. You may not copy or make commercial use of the Website or any of the content including, but not limited to, information, imagery or data from, or underlying, the Website without obtaining Pillar 4's express written permission to do so.

2.2 - You may download and/or print material from the Website for personal, non-commercial use, provided that:

(a) you do not modify any downloaded or printed documents, or any part thereof;

(b) you do not use any graphics from any downloaded or printed documents separately from the corresponding text;

(c) you do not remove copyright, trade mark or other intellectual property notices on any downloaded or printed document, or otherwise act in a way to cause or risk causing infringement, a weakening of, or damage to or our brand, intellectual property or business;

(d) you do not make available or replicate any content, information, imagery or data from, or underlying, the Website and use it in such a way as to cause or risk causing confusion or an association as between you or your activities (or a third party or their activities) and Pillar 4 and Pillar 4's activities, including but not limited to phishing;

(e) you do not use any content, information, imagery or data from, or underlying, the Website in such a way as to cause or risk causing harm or detriment to Pillar 4 or Pillar 4's business, brands or activities;

(f) you do not remove, distort or otherwise alter the size or appearance of any content;

(g) you do not expressly or impliedly state that Pillar 4 endorse or are related to or responsible for any products or services which are not our own;

(h) you do not misrepresent your association or dealings with Pillar 4;

(i) you do not present, disseminate or make available any false or misleading information about Pillar 4;

(j) you do not use the material or act in a manner so as to associate or risk associating Pillar 4 with any content which is or might be harmful, including without limitation material which is offensive, threatening, obscene, abusive, discriminatory, defamatory, in breach of confidence, in breach of privacy, infringes any intellectual property rights or other rights of any third party or otherwise does not comply with all applicable laws and regulations; and

(k) you do not use the Website or any of its content, information, imagery or data from, or underlying, the Website, in any manner which is associated with or for the purposes of hosting, disseminating, or propagating malicious software or code, including but not limited to viruses, malicious script, spyware, Trojan Horses or worms.

2.3 - Subject always to the same restrictions which are set out in clause 2.2(a)-(k), you may create links to the Website, whether via social networks or otherwise, provided that you do not create a frame, browser or other border environment around the Website.

2.4 - You may not misuse the Website, or any information, imagery or data from or underlying it, for or in connection with any unlawful or criminal purpose, including but not limited to hacking, phishing, or other intrusions or attempted intrusions or unlawful use of information or data.

2.5 - If you do not comply with your obligations set out in these Terms, or otherwise act in a way which Pillar 4 considers, at our sole and absolute discretion, to be inconsistent with Pillar 4's continued

provision of services to you, Pillar 4 may revoke the rights granted to you in clauses 2.1, 2.2 and 2.3, and Pillar 4 reserves the right to take any further action which Pillar 4 considers to be appropriate.

2.6 - You fully indemnify Pillar 4 possible for any loss or damage suffered by Pillar 4 which arises out of or in connection with a breach by you of clauses 2.1, 2.2, 2.3 or 2.4.

3. Intellectual Property Rights

3.1 - Unless otherwise specified, Pillar 4 are the owner or licensee of all intellectual property rights in and to the Website and its content, including but not limited to copyright and unregistered and registered trade mark rights. All such rights, save as expressly granted, are reserved, and the benefit of any goodwill which arises through your use inures to Pillar 4.

3.2 - Reproduction in any form of any part of the content, information, imagery or data from, or underlying, the Website, save for in strict compliance with clause 2, is prohibited without Pillar 4's prior written consent.

3.4 - Without limiting any rights you have in your personal data, in relation to any information or material you send to Pillar 4 using this Website, you hereby grant Pillar 4 a worldwide, royalty-free, perpetual licence to the copyright and other intellectual property rights in such information or material for any purpose we consider appropriate including, without limitation, copying, sending, distributing or publishing the same, unless where restricted by law.

3.5 - You agree that Pillar 4 shall not be under any obligation of confidentiality to you regarding any such information or material submitted to Pillar 4 using this Website unless agreed otherwise in a separate agreement between Pillar 4 or as required by law.

4. General Exclusions of Liability

4.1 - You access and use the Website and the information published on it at your own risk.

4.2 - Nothing published on the Website is intended to constitute advice. You should not rely on any information published on the Website, and Pillar 4 disclaimer any liability for any purported reliance on such information to the fullest extent permitted by law.

4.3 – Pillar 4 accepts no liability, no matter how that may be caused, and whether directly or indirectly, for any loss or damage caused to you or another (including but not limited to loss of income, business, profits, opportunity, contracts, actual or anticipated savings, data, reputation or goodwill) arising from your use of the Website.

4.4 – Pillar 4 accepts no liability for changes made to the Website or its content by unauthorised third parties.

4.5 – Pillar 4 hereby excludes any express or implied warranties that any material used or downloaded from the Website will not cause loss or damage to any data or property, such as software or hardware,

including but not limited to loss or damage caused by malicious script, viruses, spyware, Trojan Horses or worms. Pillar 4 accepts no liability for any such loss or damage suffered by you or another as a result of your use of the Website.

4.6 - Whilst Pillar 4 maintains robust security mechanisms, Pillar 4 cannot guarantee the security of communications (whether by phone, internet or post). Accordingly, Pillar 4 accept no liability for breach of security of any communications sent by you to Pillar 4 using the Website or the information contained on it. Such communications are at your own risk.

4.7 - If we choose to delay enforcing any of our rights relating to these Terms, or even not enforce all or any part of them in a given circumstance, Pillar 4 may do so at Pillar 4's discretion. Any such delay or non-enforcement on our behalf will not be deemed a waiver of those rights or any other provision, and will not in any way prejudice or limit Pillar 4's rights under these Terms.

4.8 - Nothing in the exclusions contained in this clause 4 or elsewhere in these Terms shall be interpreted as trying to exclude or limit statutory liabilities which cannot be excluded by law, nor Pillar 4's tortious liability for death or personal injury resulting from our negligence, fraud, fundamental misrepresentation, or any other liability which cannot be excluded or limited by law.

6. Sharing Content and Social Networks

6.1 - Certain pages on the Website allow you to share content via your profile on various social networks and other shared-content platforms. When you share content in this manner you also become subject to terms, conditions and policies of those third parties. Pillar 4 recommends that you review and familiarise yourself with those terms and conditions, and Pillar 4 disclaims any liability, no matter how that may be caused, associated with your use of those services, or for your failure to view, comply or familiarise yourself with their terms, conditions and policies.

7. Data Protection & Privacy

7.1 - By agreeing to be bound by these Terms, you are agreeing to be bound by our Privacy Policy (please read our Privacy Policy).

8. Cookies

8.1 - Cookies are text files containing small amounts of information, which your computer or mobile device downloads when you visit a website. Pillar 4 does not use cookies to deliver targeted advertisements to you when you access the website. Cookies in themselves do not personally identify the individual user of the Equipment, but rather the Equipment that is being used to access a Site. You may have the opportunity to set your Equipment to accept all cookies, to notify you when a cookie is issued, or to not receive cookies at any time. Different browsers may address cookies differently. If you set your browser to not accept cookies, it may result in certain personalized services not being provided to you when you use your Equipment.

11. Changes to Terms & Conditions

11.1 - Pillar 4 may alter these Terms at any time and without notice to you. You acknowledge that each time you access and/or use the Website there may be changes to these Terms, and that it is your duty to familiarise yourself with them. If you do not agree with the version of the Terms which exists at the time of your access to or use of the Website, you are not permitted to access or use the Website, and any pre-existing permitted use or access is revoked.

12. Validity

12.1 - If any of these Terms is declared to be unlawful, invalid, void or for any reason unenforceable, this will have no effect on the validity and enforceability of the remaining provisions of these Terms, and shall be replaced by an enforceable provision which reflects the closest position to that intended by the unlawful, invalid, void or unenforceable provision.

13. Jurisdiction & Governing Law

13.1 - These Terms and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law. Any dispute relating to or arising out of these Terms and any non-contractual obligations arising out of or in connection with them shall be subject to the exclusive jurisdiction of the English courts.

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