

GATEWAY GLOBAL COMMUNICATIONS LIMITED

WEBSITE AND ACCEPTABLE USE POLICY

This policy sets out the terms of use between you and Gateway Global Communications Limited, a [private company] incorporated in England and Wales with its office at 6th Floor Exchequer Court, 33 St Mary Axe, London EC3 8AA, England with Company registration Number 04229171 (VAT Number GB 165 1327 22) ("**we**" or "**us**") under which you may access and use our website <https://evs.pccwglobal.com> (the "**Site**"). This policy applies to all Members and users of, and visitors to, our Site.

Your use of our Site means that you accept, and agree to abide by, all the terms in this policy, which supplement the terms of our Membership Agreement, applicable to our Members.

1. PROHIBITED USES

You may use our Site only for lawful purposes. You may not use our Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards [INSERT AS LINK TO CONTENT STANDARDS BELOW];
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, logic bombs, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of this policy; and
- not to access without authority, interfere with, damage or disrupt:
 - any part of our Site;
 - any equipment or network on which our Site is stored;
 - any software used in the provision of our Site; or
 - any equipment or network or software owned or used by any third party.

2. TRADING FLOOR

We may from time to time provide interactive services on our Site, including, but not limited to, the Trading Floor (being the online trading community available at our Site or through a direct internet connection).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Site and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Minors and children are not permitted to use our Site, including, but not limited to, the Trading Floor.

3. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our Site ("**contributions**") and to any interactive services associated with our Site.

You must comply with the spirit of the following content standards as well as the letter of them. The content standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;

be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
promote any illegal activity;
be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
be likely to harass, upset, embarrass, alarm or annoy any other person;
be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
give the impression that they emanate from us, if this is not the case; or
advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. SUSPENSION AND TERMINATION

We will determine, in our sole discretion, whether there has been a breach of this policy through your use of our Site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this policy constitutes a material breach of the terms of use upon which you are permitted to use our Site, and may result in our taking all or any of the following actions:

immediate, temporary or permanent withdrawal of your right to use our Site;
immediate, temporary or permanent removal of any posting or material uploaded by you to our Site;
issue of a warning to you;
legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
further legal action against you; and/or
disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

5. ACCESSING OUR SITE

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Site, or to the whole of our Site, to Members.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such

information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of this policy.

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of this policy, and that they comply with it.

6. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and you may draw the attention of others within your organisation to material posted on our Site.

You must not modify the paper or digital copies of any material you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.

You must not use any part of the material on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of this policy, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the material you have made.

7. RELIANCE ON INFORMATION POSTED

Commentary and other material posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such commentary and other material by any visitor to our Site, or by anyone who may be informed of any of its contents.

8. OUR SITE CHANGES REGULARLY

We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out-of-date at any given time, and we are under no obligation to update such material.

9. OUR LIABILITY

The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any material posted on it including, but not limited to, any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

10. TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of services formed through our Site or as a result of visits made by you are governed by our Membership Agreement. You must be a Member to form such contracts.

11. UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our Site, or to make contact with other users of our Site, you must comply with our content standards set out above. You warrant that any such contribution does comply with those content standards, and you indemnify us for any breach of that warranty.

Any material you upload to our Site will be considered non-confidential and non-proprietary, except that any such material may at our sole discretion be kept confidential and/or proprietary between Members. We have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any material posted by you or any other user of our Site.

We have the right to remove any commentary, material or posting you make on our Site if, in our opinion, such commentary, material or posting does not comply with the content standards set out above.

12. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Site by knowingly introducing viruses, Trojan horses, worms, logic bombs, time-bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may 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. In the event of such a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

13. LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page without our prior written consent. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out above.

If you wish to make any use of material on our Site other than that set out above, please address your request to evs@pccwglobal.com.

14. LINKS FROM OUR SITE

Where our Site 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.

15. JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site 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. This policy is governed by English law.

16. CHANGES TO THE POLICY

We may revise this policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our Site.

17. YOUR CONCERNS

If you have any concerns about material which appears on our Site, please contact evs@pccwglobal.com.

Thank you for visiting our Site.