

## Terms of Use

### WEBSITE TERMS OF USE

This page (and any documents referred to in it) contains the terms which apply to your use of our website at <https://www.opservices.co.uk/> whether you are a visitor or a registered user.

You should read these terms carefully before you start to use the site. By using the site, you accept these terms and agree to comply with them. If you do not agree to these terms, please do not use the site.

### WHO WE ARE

[www.subitout.com](http://www.subitout.com) is a website operated by Offshore Product Services Ltd of 11 Canberra Way, Skellingthorpe, Lincoln, LN6 5TJ, UK. Please note the following details about us:

1. We are registered in the UK under company number: 03742484 and have our registered office at 11 Canberra Way, Skellingthorpe, Lincoln, Lincolnshire, LN6 5TJ.
2. Our VAT number is GB 738 2660 17

### USING OUR SITE

We allow you to access to our site on a temporary basis only, and reserve the right to change or remove information and services we provide via our site without notice. We will not be liable to you or any third party if for any reason our site is unavailable at any time or for any period.

Occasionally, we may require users to register with our site in order to access some sections, or the whole site, at our discretion.

If we have provided you with, or you have selected a password or any other information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to anyone. We reserve the right at any time to disable any such password, whether chosen by you or allocated by us, if in our opinion you have failed to comply with any of our terms of use.

### ACCEPTABLE USE POLICY

When using our site, you must comply in full with the requirements set out below.

#### **Prohibited Uses**

You may use our site only for lawful purposes. You must not use our site:

1. in any way that breaches any law or is fraudulent;
2. to send, knowingly receive, upload, download, use or re-use any material

- which does not comply with our content standards which are set out below;
3. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, 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:

1. reproduce, duplicate, copy or re-sell any part of our site in contravention of our terms of use; and
2. 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.

### **Interactive Services**

We may from time to time provide interactive services on our site, including (without limitation) a forum, a classified section or a bulletin board.

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

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 in contravention of our terms of use, whether the service is moderated or not.

### **Content Standards**

These content standards apply to any and all material that you contribute to our site, and to any associated interactive services.

Please note that you are required to comply with the spirit as well as the letter of the following standards, which apply to each part of any contribution as well as to its whole.

Contributions must:

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

Contributions must not:

1. contain any defamatory material;
2. infringe any copyright, database right or trademark of any other person;
3. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
4. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
5. promote any illegal activity;
6. contain any material which is obscene, offensive, hateful or inflammatory;
7. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
8. be likely to harass, upset, embarrass, alarm or annoy any other person;
9. be used to impersonate any person, or to misrepresent your identity or your relationship with any person;
10. be likely to deceive any person;
11. give the false impression that they emanate from us.

#### **Breach of acceptable use policy**

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

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use of which it forms part, and may result in our taking all or any of the following actions:

1. Immediate, temporary or permanent withdrawal of your right to use our site;
2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
3. Issue of a warning to you;
4. 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;
5. Further legal action against you;
6. 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 acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material it contains. Those materials are protected by copyright laws and treaties around the world, and we reserve all our rights in this respect.

You must not copy or use any part of the materials on our site any purpose without first obtaining a licence from us or our licensors.

If you should breach our rights in this regard, your right to use our site will cease immediately and without notice, regardless of whether you have made any payment in relation to the same, which will then be non-refundable.

#### RELIANCE ON WEBSITE CONTENT

Whilst we take all reasonable steps to ensure the accuracy of the commentary and other materials posted on our site (save for those posted by third parties), these are not intended to amount to advice on which reliance should be placed. We do not accept any liability arising from any reliance placed on such materials by any registered user, visitor to our site, or by any third party.

#### CHANGES TO WEBSITE

We aim to review and update our site regularly, however we cannot guarantee that the material on our site will not be out of date at any given time, and we are under no obligation to update such material. We may change the content of our site at any time and we are entitled to suspend access to our site, or close it indefinitely, without notice.

#### OUR LIABILITY

We do not give any guarantees, conditions or warranties as to the accuracy or completeness of the material displayed on our site.

To the extent that the law allows us to do so, we (and other members of our group of companies and third parties connected to us) expressly exclude:

1. All conditions, warranties and other terms which might otherwise be implied by law.
2. 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 materials posted on it, including, without limitation any liability for:
  - a. loss of income or revenue;
  - b. loss of business;
  - c. loss of profits or contracts;
  - d. loss of anticipated savings;
  - e. loss of data;

- f. loss of goodwill;
- g. wasted management or office time; and
- h. for any other loss or damage of any kind, however it arises and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We do not exclude our liability for death or personal injury arising from our negligence, fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.

#### INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

#### CONTRACTS ENTERED INTO 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 terms and conditions of service.

#### UPLOADING MATERIAL TO OUR SITE

If you upload material to our site, or make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy above. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

We have the right to use, copy, distribute and disclose to third parties for any purpose any material you upload to our site. Such uploaded material will be considered non-confidential and non-proprietary. We also have the right to disclose your identity to any third party who claims 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 do not accept any liability to you or any third party for the content or accuracy of any materials posted on our site by you or by any other user. We reserve the right without notice to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out above in our acceptable use policy.

We do not accept liability 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 due to your downloading any material posted on it, or on any website linked to it.

## 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. You must not however establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. 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. 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 in our acceptable use policy above.

If you wish to make any use of material on our site other than as set out above, please contact us with your request.

## LINKS FROM OUR SITE

Where our site contains links to third party sites and resources, these links are provided for your information only. You acknowledge that 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.

## VARIATIONS

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## JURISDICTION AND APPLICABLE LAW

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 laws of England and Wales. The English courts will have exclusive jurisdiction over any claim or dispute which arises from or relates to a visit to our site (including non-contractual claims and disputes).