



## Terms and Conditions

Thank you for your interest in these Terms and Conditions (these “Terms”). These Terms constitute a legal agreement between you and InfraFleet governing the use of our website.

### 1. ABOUT US

- 1.1. We are InfraFleet Ltd of 33 Holborn Street, 7th Floor, London, England, EC1N 2HT, UK (“InfraFleet“, “we”, “us”, or “our”).
- 1.2. We operate [www.infracfleet.co.uk](http://www.infracfleet.co.uk) (our “website”).
- 1.3. To contact us, please feel free to email [info@infracfleet.co.uk](mailto:info@infracfleet.co.uk), to call us on +44(0)333 772 2788 or to write to us at the above address.
- 1.4. These Terms were last updated on Friday, 10th of September 2023, and are the current and valid version.

### 2. GENERAL

- 2.1. By using this website you are deemed to accept the following terms ("our website" means the whole or any part of the web pages located at [www.infracfleet.co.uk](http://www.infracfleet.co.uk), and include the layout of this website; individual elements of this website's design; underlying code elements of the website; or text, sounds, graphics, animated elements or any other content of our website).
- 2.2. As you browse through this website you may access other websites that are subject to different terms and conditions. When using these other sites, you will be bound by the terms and conditions posted on those websites.
- 2.3. InfraFleet may change these Terms at any time without notice. Any amendment will be effective immediately. Your use of this website after any amendment constitutes an agreement by you to comply with and be bound by the amended terms and conditions. Accordingly, you should read these Terms from time to time for changes.

### 3. INFORMATION PROVIDED ON OUR WEBSITE

- 3.1. The information contained and accessed on our website is provided by us for general guidance and is intended to offer the reader general information of interest solely to provide general guidance on matters of interest for the personal use of the reader, who accepts full responsibility for its use.
- 3.2. The information provided is not intended to replace or serve as substitute for any professional advice, consultation, or service.
- 3.3. Our website is not intended to provide exhaustive details in respect of any of the issues or matters referred to on it.
- 3.4. We do not accept any liability or guarantee for the topicality, correctness and completeness of the information provided on our website.
- 3.5. We reserve the right to change, supplement or delete parts of the pages or the entire website without separate announcement or to discontinue the publication temporarily or permanently.
- 3.6. All data is published conscientiously but without guarantee. Errors in the content will be corrected immediately upon being brought to our attention.
- 3.7. Liability claims against us, which refer to material or non-material damages, which have been caused by the use or non-use of the information provided or by the use of incorrect and incomplete information, are fundamentally excluded, provided that there is no demonstrable intentional or grossly negligent fault on the part of InfraFleet.

### 4. USER RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 4.1. This website is our copyright property. All rights are reserved.
- 4.2. You are provided with access to it only for your personal and non-commercial use. Other than for these permitted purposes, and for the purposes of and subject to the conditions prescribed under statutes that apply in your location, you may not, in any form or by any means:
  - 4.2.1. adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website; or



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- 4.2.2. commercialize any information, products or services obtained from any part of this website;
- 4.2.3. without our written permission.
- 4.3. All rights in this website and the content on this website including copyright, design rights, source codes and any other intellectual property rights in any of the foregoing are reserved to InfraFleet and/or their content and technology providers.
- 4.4. Nothing contained on the website should be construed as granting any license or right of use of any other person's or entity's intellectual property which is displayed on this website without their express permission.
- 4.5. You may not remove, change or obscure the InfraFleet logo or any notices of proprietary rights on any content of this website.

### 5. LINKS

- 5.1. This website may contain links to other websites solely for your convenience only and may not remain current or be maintained. InfraFleet does not endorse, recommend or approve of any information, products or services referred to on such linked sites and assumes no responsibility for the contents of any other website to which this website offers links.
- 5.2. Your use of any link to a linked website is entirely at your own risk.
- 5.3. Unless stated otherwise on this website, InfraFleet has:
  - 5.3.1. no relationship with the owners or operators of those linked website; and
  - 5.3.2. no control over or rights in those linked websites.

### 6. PRIVACY

These Terms incorporate, and should be read together with, the InfraFleet Privacy Policy and Cookie Policy. InfraFleet will use only the personal data which you submit to us via the website in accordance with our Privacy Policy and Cookie Policy.

### 7. PROHIBITED USES

- 7.1. You may use our website only for lawful purposes.
- 7.2. You also agree:
  - 7.2.1. not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
  - 7.2.2. not to access without authority, interfere with, damage or disrupt:
  - 7.2.3. any part of our website;
  - 7.2.4. any equipment or network on which our website is stored;
  - 7.2.5. any software used in the provision of our website; or
  - 7.2.6. any equipment or network or software owned or used by any third party.

### 8. LIMITATION OF LIABILITY

- 8.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any related content.
- 8.2. You agree not to use our website and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, our website or any other website or software) for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; or any other indirect or consequential loss or damage.
- 8.3. Nothing in these Terms shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud; and/or any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 8.4. These terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our website. Except as expressly stated in these terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on



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us. Any condition, warranty, representation, or other term concerning the supply of the Services and our website which might otherwise be implied into, or incorporated in, these terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

### 9. OTHER IMPORTANT TERMS

- 9.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
- 9.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 9.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 9.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us.
- 9.5. This agreement does not confer any rights on any person or party (other than the parties to this agreement) and, where applicable, their successors and permitted assigns.
- 9.6. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.7. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.8. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such disputes or claims. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.