

## 16. Terms of Use for our Websites

### TERMS OF USE

Users of the CashTotalPro web site (the "Site") are subject to the following terms and disclaimers ("Terms"). By continuing to use this web site you accept these Terms.

CashTotalPro is a NionNet Limited Product

NionNet Limited ("NionNet") reserves the right, in its sole discretion, to change these Terms from time to time. Any changes made will be effective from the date when the revised Terms appear on the Site.

Accessing our site We make every effort to ensure the Site is available at all times but cannot guarantee uninterrupted access.

NionNet accepts no responsibility for any damages which may arise due to the web site being unavailable. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site without notice.

#### *Prohibited uses*

You may use the Site only for lawful purposes.

You may not use the 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; or to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)

You also agree: not to reproduce, duplicate, copy or re-sell any part of our site (except as otherwise provided for in these Terms); and not to access without authority, interfere with, damage or disrupt: any part of the Site; any equipment or network on which the Site is stored; any software used in the provision of the Site; or any equipment or network or software owned or used by any third party.

#### *Your account*

You must treat as confidential your user login, password or any other piece of information included as part of our security procedures.

You must not disclose it to any third party.

We have the right to disable any user login or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion, you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user login or password, you must promptly notify us at [enquiries@cashtotalpro.com](mailto:enquiries@cashtotalpro.com)

## ***Links Policy***

Links are provided for information and convenience only. NionNet cannot accept responsibility for the content or policies of any third party sites linked to from the Site.

Third party sites are not under the control of NionNet and you hereby acknowledge that NionNet does not make any representation or warranty regarding the accuracy, timeliness, suitability, copyright compliance, legality, decency, or any other aspect of the content of such other sites. Inclusion of any such link on the Site does not imply endorsement of the third party site, nor does it imply any association with its operators. Likewise, not linking to a particular site does not imply a lack of endorsement.

## ***Linking to our Site***

If you wish to create a link to the Site the following conditions apply:

- 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 without our written consent;
- Links should not be used in a defamatory context;
- You understand that specific page URLs are subject to change without notice;
- and We reserve the right to withdraw linking permission without notice.

## ***Viruses***

We do not guarantee the Site will be free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site.

You should use your own virus protection software.

## ***Misuse and Unauthorised Access***

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.

You must not attack the Site 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. In the event of such a breach, your right to use the Site will cease immediately.

## ***Disclaimer of warranties***

All content is provided "as is" and "as available" for your use. The content is provided without warranties of any kind, either expressed or implied, including, but not limited to, implied warranties, fitness for a particular purpose, title or non-infringement.

NionNet do not warrant that the content is accurate, reliable or correct; this site will be available at any particular time or location; any defects or errors will be corrected; or the content is free of viruses or other harmful components. Your use of this site is solely at your risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

### *Limitation of liability*

Under no circumstances shall KMI and its respective affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, this site.

This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if NionNet or its respective affiliates have been advised of the possibility of such damage.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, NionNet and its respective affiliates' liability in such jurisdictions shall be limited to the extent permitted by law.

### *Indemnity*

By using this Site you agree to defend, indemnify, and hold harmless NionNet, its respective affiliates, managing directors, principals, agents, employees, contractors, officers, and directors from all liabilities, claims, and expenses, including solicitor's fees, that arise from:

- (a) any content posted by you to the Site; or
- (b) any use or misuse of this Site by you.

NionNet reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with NionNet in asserting any available defences.

### *Suspension and termination*

We will determine, in our discretion, whether there has been a breach of these Terms through your use of the Site.

When a breach of this policy has occurred, we may take such action as we deem appropriate.

A material breach of the Terms under which you are permitted to use the Site may result in our taking all or any of the following actions, with or without notice:

- immediate, temporary or permanent withdrawal of your right to use the Site;
- immediate, temporary or permanent removal of any 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; or further legal action against you.

### *Copyright notice*

The material published on this Site is subject to copyright protection unless otherwise indicated. Except for the downloading, printing and exporting of data pertaining to your own organisation and data pertaining to your trading partner(s), or where expressly stated otherwise, or where the Site's functionality explicitly permits, you are not permitted to copy, broadcast, download, store (in any medium), transmit, adapt or change in any way the content of the NionNet web pages for any purpose whatsoever without the prior written permission of NionNet.