

PORTAL TERMS AND CONDITIONS

1 General Information

These terms and conditions ("**Terms**") shall apply to Your use of the Asset Adoption Portal on Our website located at www.lastmileassetmanagement-uk.com (the "**Portal**").

By using the Portal, You agree to be bound by these Terms. If You do not wish to be bound by these Terms, You should not use the Portal. You are responsible for ensuring that all persons who access the Portal through Your internet connection are aware of these Terms and any other applicable terms and conditions, and that they comply with them.

Please note that additional terms may apply to any quotations, valuations, asset adoption arrangements, asset adoption payments, or other services or arrangements We may provide or agree through the Portal ("**LMAM Adoption Arrangements**"). Such terms shall be made available to you in conjunction with any such LMAM Adoption Arrangements. In the event of a conflict between these Terms and any terms applicable to the LMAM Adoption Arrangements, the terms of the LMAM Adoption Arrangements will prevail.

We may change these Terms from time to time and so You should check these regularly. Your use of the Portal will be deemed an acceptance of the Terms existing at that time.

As part of Our commitment to ensuring the Portal is one You want to visit time and time again We welcome Your comments on any of the policies or rules set out below. To contact Us please use the enquiry form on the Portal or the details set out in paragraph 10 below.

Please note Our other terms which also apply to Your use of the Portal and the Last Mile websites:

- Privacy Notice
- Cookies Policy
- General website terms and conditions

2 Definitions

"**User Entity**" means the entity or organisation that You represent when using the Portal. "**Portal**" shall have the meaning as set out above. "**User Information**" means the personal details, which may be provided by You to Us via the Portal. "**Users**" means the users of the Portal collectively and/or individually as the context requires. "**We/Us**" means Last Mile Asset Management Limited, Fenick House, Lister Way, Hamilton International Technology Park, Glasgow G72 0FT and "**Our**" shall be interpreted accordingly. "**You**" means you, the user of the Portal and the User Entity whom you represent and "**Your**" shall be interpreted accordingly.

3 Our Provision of the Portal

3.1 Availability of the Portal

The Portal is made available free of charge.

However, We do not guarantee that the Portal, or its functionalities, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Portal for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

3.2 Reliance of information on the Portal

We will endeavour to provide the Portal using all reasonable care. Except as required by law, We will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of the Portal and do not promise that the material contained in the Portal, or any of the functions contained in the Portal or its server will operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

3.3 Third party websites

You acknowledge and agree that We are not responsible for the availability of any third party websites or material You access through the Portal.

We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such websites or material. We have no control over the contents of those sites or materials.

4 **Your Use of The Portal**

4.1 Account details

If You choose to register a user account on the Portal, You must treat such information as confidential. You must not disclose these 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 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 account details, You must promptly notify Us.

4.2 Your authority to act as a representative of the User Entity

At present, the Portal is directed to entities and organisations registered or established in the United Kingdom only.

By creating a user account and accessing the Portal, You warrant that the User Entity is registered or established in the UK.

You warrant, represent and undertake to Us that:

- individuals accessing and using the Portal on behalf of the User Entity have the full capacity and authority to do so on behalf of the User Entity;
- the User Entity will be responsible for the actions of all such individuals and that such actions will be deemed to create valid, legal and binding obligations on the User Entity; and
- there are no matters of which the User Entity is aware (or should be aware) of that might adversely affect its ability to perform its obligations under these Terms or any LMAM Adoption Arrangements.

4.3 The information You upload

Whenever You upload information or materials to the Portal, You warrant that such information you upload will be true, accurate and not misleading and will comply with the content standards in these Terms. You understand that You will be liable to Us and indemnify Us for any breach of that warranty. This means You will be responsible for any loss or damage We suffer as a result of Your breach of warranty.

4.4 Acceptable use standards

You agree that any use by You of the Portal shall be in accordance with the following conditions:

- You will not post or transmit through the Portal any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon Our rights or those of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive. Always treat other Users with respect.
- You will not post or otherwise make available on the Portal any material, which You do not own without the express permission of the owner of the material.

- You will not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on the Portal except as is strictly necessary for Your own personal use.
- You will not do anything that affects the operability or security of the Portal or causes unreasonable inconvenience or offence or disruption to Our staff or business.
- You will not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Portal or any services provided via, or in relation to, the Portal.

4.5 Viruses

Please note that We do not guarantee that the Portal will be secure or free from bugs or viruses. You are responsible for configuring Your information technology, computer programmes and platform to access the Portal. You should use Your own virus protection software.

You must not misuse the Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Portal, the server on which the Portal is stored or any server, computer or database connected to the Portal. You must not attack the Portal 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 Portal will cease immediately.

5 **Intellectual Property**

All copyright, trade marks and all other intellectual property rights in all material or content supplied as part of or through the Portal shall remain at all times vested in Us or Our licensors. You are permitted to use this material or content only as expressly authorised in writing by Us or Our licensors. You will not, and You will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.

If You become aware of any such distribution or commercial exploitation of Our intellectual property rights in violation of these Terms, You agree to notify Us immediately.

You acknowledge that by posting or uploading any materials on the Portal You grant to Us and Our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials both within the Portal and in any other manner. The licence You grant to Us extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

6 **Liability for Use of the Portal**

We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of Our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We shall have no liability in relation to the provision of the Portal by Us to You however this is without prejudice to any terms relating to the limitation of liability or exclusion of liability under any terms relating to the LMAM Adoption Arrangements.

We exclude all implied conditions, warranties, representations or other terms that may apply to Our Portal or any content on it.

In no event shall We be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, Our Portal; or use of or reliance on any content displayed on Our Portal.

In particular, We will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of data; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

7 Termination

We reserve the right immediately to terminate Your use of the Portal at any time without notice if You breach or We have reasonable grounds to believe that You are likely to breach, these Terms or You otherwise engage in conduct which We determine in Our sole discretion to be unacceptable.

8 General

8.1 Invalidity etc

If any court or regulator decides that any provision of these Terms is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these Terms and the remainder of these Terms shall continue to have full force and effect.

8.2 Governing law

These Terms and any non-contractual disputes or claims concerning these Terms and/ or the Portal are governed by Scottish law. Disputes will be dealt with, exclusively, by the Scottish courts.

8.3 Transfer of Our rights

We may transfer Our rights and obligations under these Terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the Terms.

9 Third Party Rights

These Terms apply between Us and Users. No other person is entitled to benefit under these Terms.

10 Contact Us and Feedback

If You would like to contact Last Mile Asset Management or Our group of companies, please contact Last Mile Customer Services

Call Us on: 03300 587 440, 9am – 5pm, Monday to Friday.

Write to Us at:

Last Mile
Fenick House
Lister Way
Hamilton International Technology Park
Glasgow
G72 0FT

Email: info@lastmile-uk.com