

The website www.hopeconstructionmaterials.com ("the Website") and the Customer POD Portal accessed via the Website ("the Portal") are provided and owned by Hope Construction Materials Limited ("Hope").

Use of the Website and the Portal is subject to these terms of use. By completing this application form and by your access and use of the Website and the Portal, you agree to these terms of use ("the Terms") and consent to the uses and processing of personal data described in this application form, and undertake not to withdraw such consent.

If you do not agree to these Terms or consent to the uses and processing of personal data described in this application form you are not authorised to access, use or continue to use the Website and the Portal. You are responsible for ensuring that all persons who access the Website and the Portal through your internet connection are aware of the Terms and that they comply with them; and that they consent to the uses and processing of personal data described in this application form.

Data Protection

Hope is a data controller for the purposes of the Data Protection Act 1998 ("DPA"). You, on behalf of yourself and any of your employees, servants and agents hereby agree to the following:

- Hope may process and use personal data of living individuals ("Individuals") in connection with the use and the operation of the Website and the Portal. For the purpose of the Website and the Portal, Individuals may include you, or where you are a company or limited liability partnership, any of your directors, shareholders, members, employees, servants, agents, and anyone else using the Website or the Portal on your behalf ("Associates"). Such personal data may comprise information provided by you or your Associates about you and your Associates in relation to your dealings with Hope and in connection with your use of the Website or the Portal. Such information includes but is not limited to names, addresses, telephone numbers, dates of birth, banking, taxation and financial information, credit ratings, your trading history with Hope, the details of you and your Associate's customers, insurance details and values of orders placed. It is agreed that Hope may use the personal data for purposes which include the use, performance and operation of the Website or the Portal and complying with its legal obligations.
- Hope may monitor or record communications involving you or your Associates including emails and telephone calls for quality, training, fraud detection, and compliance purposes, including monitoring compliance with the Terms.
- Hope may search the files of credit reference and fraud prevention agencies (who will record the search) in order to make credit decisions about an Individual in connection with the use and access of the Website or the Portal or the Terms or the entering into or performance of an agreement with Hope, and for fraud prevention and anti-money laundering purposes. Hope may disclose financial information about the Individual to such agencies and such information may be linked to records relating to other people living at the same address as an Individual and with whom the Individual is financially linked. Other credit grantors may use this information to make credit decisions about an Individual and the people with whom the Individual is financially associated, as well for fraud prevention, debtor tracing and money laundering purposes.
- Hope may use cookies to record information about your access to the Website and the Portal. You may view our Website and use our Portal without the use of cookies but this may limit your access to the Website or Portal or functionality of the Website or the Portal. More information about cookies is detailed in Hope's privacy policy, which can be found on the Website.

An Individual has the right to request from Hope a copy of the personal data it holds about the Individual. Hope reserves the right to charge a fee for providing such personal data. An Individual also has the right to request Hope to correct any inaccuracies in the information held by it.

Access to and use of the Portal

Material contained in the Website and the Portal may be downloaded, viewed and printed for personal use provided that no trademark, copyright or other proprietary notices contained in or appearing on such material are removed or altered in whole or part. The permission to download and print material does not include any material on the Website or contained in the Portal which belongs to third parties; you must obtain the permission of the relevant owners before doing so.

If in accessing the Website or the Portal, you access material which does not relate to you or your Associates, you must immediately notify Hope, delete any copies you have in your possession (including electronic copies), and you must not share with or disclose such material to any third party.

Hope may amend the Terms at any time and any amended version will apply to Hope's contract with you from the time when it is posted on the Website, but not retrospectively. If you continue to use the Website or the Portal after amended Terms have been posted on the Website you will be deemed to have accepted the new Terms, so please check regularly for updated versions.

Hope may immediately and without notice, and without giving any reason, terminate your access to the Website or the Portal or cease to provide the Portal.

You agree not to:

- use the Website or the Portal in such a way that disrupts, interferes with or restricts the use of the Website or the Portal by other users;
- upload, display or transmit any materials through the Website or the Portal which are false, hateful, offensive, defamatory, obscene, threatening, menacing, indecent, unlawful, or which you know would violate, breach or infringe the rights of any other person, or attempt to do so;
- reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the Website or the Portal or attempt to transmit to or via the Website or the Portal any information that contains a cancelbot, back door, trap door virus, worm, Trojan horse, Easter egg, or other harmful or other malicious information intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and/or
- change, modify, delete, interfere with or misuse data contained on the Website or the Portal.

Hope may at any time, without giving you any notice, remove or move any material on the Website or the Portal.

Login and Password

In order to access and use the Portal, you will be required to use a unique login and a password. You agree to:

- Ensure that any details supplied to Hope in order to use the Portal are accurate and to advise Hope as quickly as possible in the event that any such details change;
- Keep confidential any login details enabling such access and to be responsible for any loss or damage resulting from use of any such login details by any third party; and
- Ensure that any person who accesses the Portal has your authority to do so.

You must not add a link from your website to the Website.

Exclusions

Hope does not guarantee that the Website or the Portal to which it is linked will always be available or that you will be able or entitled to access them at any time.

Hope may by notice (save in an emergency or due to events beyond its control) suspend access to the Website or the Portal to carry out maintenance work or to deploy improvements, upgrades or newer versions of the Website or the Portal.

Hope shall have no liability to you in the event that the Website or the Portal is not available, or is not performing at the speed which you would like.

You are solely responsible for ensuring that you have appropriate protection against viruses and other security arrangements in place whilst using the internet and the Website and the Portal.

You acknowledge the Website and the Portal may not be completely secure and it is possible that other users (authorised or unauthorised) may access the content of the Website or the Portal.

Miscellaneous

If any of the Terms are held to be unlawful, invalid or unenforceable by a court of competent jurisdiction, the unlawful, invalid or unenforceable term shall be served and deleted from the Terms and be of no effect. The remaining Terms shall remain in full force and effect.

The Terms are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts in relation to the Terms or your use of the Website and/or the Portal.

Hope hereby excludes all liability to you or your Associates to the fullest extent permitted by law in respect of any:

- loss of profits;
- loss of revenue;
- loss of goodwill;
- loss of business opportunity;
- loss of data or cost of restoration of data;
- direct loss or damage;
- indirect or consequential loss or damage;

resulting or arising from any non-availability of or your use of the Website or the Portal, or from reliance on any contents of the Website or the Portal or any information or material accessed through the Portal or the Website.