

TERMS AND CONDITIONS

Terms and Conditions applying to use of the Eversholt Rail Limited website

This website (<http://www.eversholtrail.co.uk/>) (“Our Site”) is operated by Eversholt Rail Limited (“We”, “Us”, “Our”). We are a limited company registered in England and Wales under company number 06953114, with Our registered office at 210 Pentonville Road, London, N1 9JY, United Kingdom. Our VAT number is GB 100 1151 08.

These terms and conditions set out the basis on which you may access, and/or download resources and information (“Materials”) from Our Site. These terms and conditions form a legally binding agreement between you and Us. Please read them carefully before you start to use Our Site. By using Our Site you indicate that you accept these terms and conditions and you agree to be bound by them. If you do not agree to these terms and conditions please do not use Our Site.

1. Terms and Conditions applying to your use of Our Site

1.1 Information about you. We process information about you in accordance with Our privacy policy http://www.eversholtrail.co.uk/downloads/data_protection.pdf (Privacy Policy). By using Our Site, you agree to the terms of our Privacy Policy.

2. Access

2.1 We shall not be liable if for any reason Our Site is unavailable at any time or for any period.

2.2 Access to Our Site may be suspended temporarily and without notice (including, without limitation) in the case of system failure, maintenance or repair or for any other reason whatsoever.

3. Linking to Our Site

3.1 You are not permitted to link to any part of Our Site and you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part.

4. Linking from Our Site

4.1 Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information and convenience only and do not imply an endorsement of the material on such sites or of any association with their operators. 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.

5. Reliance on information posted on Our Site

5.1 Commentary and Materials posted on Our Site are not intended to amount to advice on which reliance should be placed. Except as expressly set out in these Terms and Conditions, We hereby exclude, to the fullest extent permitted by law, all representations, warranties, terms and

conditions whether express or implied in relation to Our Site and the information contained herein and Materials posted thereon and disclaim all liability and responsibility arising from any reliance placed on such Materials by any visitor to Our Site, or by anyone who may be informed of any of its contents.

6. Downloading from Our Site

6.1 The Materials made available for download from Our Site are directed to, and intended for, Our shareholder and Our existing financiers. No other person(s) should act, or rely, on the Materials.

6.2 The Materials on Our Site are provided for general information only and should not be relied upon or used as the sole basis for making decisions.

6.3 No information contained within the Materials or on Our Site should be interpreted as an offer or a solicitation for an offer or as advice on investment, legal, tax or other matters. Where such advice is required, a professional should be consulted.

6.4 The Materials on Our Site are provided on an “AS IS” and “AS AVAILABLE” basis. Your use of Our Site is at your sole risk.

6.5 Using Our Site for the purposes of browsing is permitted. You may download and temporarily store one or more of the pages on Our Site for the purposes of viewing them. You may also print pages from Our Site provided such pages are for personal use only. Any other use of the content and software on Our Site or any portion of Our Site, including the reproduction, modification, distribution, transmission, copying, selling or reselling, republication or display of the content on Our Site is strictly prohibited.

6.6 If you download any Materials from Our Site, you do so at your own discretion and risk. You will solely be responsible for any damage to your computer system or loss of data that results from the download of any such Materials from Our Site. No advice, information, whether oral or written, obtained by you from Us or through or from Our Site shall create any warranty of any kind.

6.7 We do not make any warranties or representations regarding use of the Materials or information on Our Site in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

6.8 You must not misuse Our Site by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt to gain unauthorised access to Our Site, the servers on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of-service attack.

7. Notice and take down

7.1 It is not possible for Us to monitor all content posted on Our Site. If you believe that any content posted on Our Site is defamatory and/or breaches these Terms and Conditions, please assist Us by

notifying the same to london.office@eversholtrail.co.uk. We will use all reasonable endeavours to remove defamatory content from Our Site within a reasonable timeframe.

8. Intellectual Property Rights

8.1 All content included on Our Site, such as Our trade names, trademarks, service marks, logos, domain names, images, text, graphics, selection, presentation, arrangement (including public domain information), the overall design and layout of Our Site, icons, audio or video clips, software and other distinctive brand features is the property of Eversholt Rail Limited or its content suppliers and is protected by applicable copyright and/or other intellectual property laws. All such rights are reserved. Nothing in these Terms and Conditions gives you a right to use the same.

8.2 The following are registered trademarks of Eversholt Rail Limited:

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- EUROPEAN Trade Mark Registration No. 011119542 (ERG EVERS Holt RAIL GROUP),
- EUROPEAN Trade Mark Registration No. 017179946 (ERG),
- EUROPEAN Trade Mark Registration No. 011119518 (EVERSHOLT),
- UK Trade Mark Registration No. 2019070 (Eversholt),
- UK Trade Mark Registration No. 2537491 (ERG EVERS Holt RAIL GROUP),
- UK Trade Mark Registration No. 2537492 (EVERSHOLT),
- UK Trade Mark Registration No. 3254974 (ERG), and
- UK Trade Mark Registration No. 3104704 (RENATUS) and EUROPEAN Trade Mark Registration No. 008730822 (TAPAS).

9. Governing Law

9.1 These Terms and Conditions and all issues relating to Our Site shall be governed by and construed in accordance with English law.