

# User Terms & Conditions

1. Your Agreement to the BR Network User Terms
2. The Services on Our Website.
3. What do We ask of You by Your registration on the Website?
4. How We look after Your BR Network User Information
5. What do You agree to do when using the Website?
6. Content of the Website
7. How can We terminate Your use of the Website?
8. What happens when We link to other websites.
9. Our proprietary rights and how You may use them
10. OUR DISCLAIMERS AND LIMITATION OF OUR LIABILITY
11. How do We communicate with You?
12. Our Trademarks

## 1. Your Agreement to the BR Network User Terms

Please read this EULA carefully before You start to use the Website and Services (as defined below). By using our Website, You indicate that You accept the terms of this EULA and that You agree to abide by them. If You do not agree to the terms of this EULA, please refrain from using our Website and Services. The BR Network website (referred to in these User Terms as the “BR Network” or the “Website”) and any services provided to You (“Services”) from the Website, are owned and operated by BR Network Limited (referred to in these User Terms as “ We, Us, Our”). The Website and Services are provided to You subject to these User Terms and any operating rules or policies that may be published by Us. We may update these User Terms from time to time without notice to You. The most current version of the User Terms will be those that You can review at any time on the Website when logging in. We may also post guidelines or rules applicable to the Services on the Website from time to time, which will form part of these User Terms.

These User Terms comprise the entire agreement between You and Us governing Your use of the Website and Services, (unless stated to the contrary in relation to any specific service or transaction We offer on the Website) and supersede all prior agreements between You and Us regarding the subject matter contained in these User Terms.

## 2. The Services on Our Website

We aim to provide You with access to a range of online services and resources. Unless We state otherwise, any new or additional services We add to the Website will be subject to these User Terms. We aim to provide You with access to a regularly updated network containing information on vendors in the construction industry for information purposes only.

**Restriction:** You may only use the BR Network for the purposes of procurement of subcontractors, service and supply vendors in relation to the execution of construction industry projects. Furthermore You may not access or use the data from the BR Network to market or sell any service or product associated with You or Your company unless specifically authorised in writing by Us.

You understand and agree that Your access to the internet and the world wide web, in order to use the Website and the Services, is at Your risk and expense. Access to our Website is permitted on a temporary basis, and We reserve the right to withdraw or amend the Services We provide on our Website without notice. We will not be liable if for any reason our Website is unavailable at any time or for any period.

You understand and agree that the Services are provided “as is” and that We assume no responsibility for transmission, deletion, non-delivery or failure to store any communications transmitted by You or any personalisation settings. You remain at all times responsible for providing any equipment necessary to establish Your connection to the world wide web and the internet and any costs associated with such access.

You agree that any use by You of the Website, the Services and any purchase by You of any supplies or services will be governed and construed under English Law and You agree to submit to the non-exclusive jurisdiction of the English Courts.

### **3. What do we ask of You by Your registration on the Website?**

In consideration for the Services made available and/or provided to You, You agree to: (i) provide certain current, complete and accurate information about You as required by any Services registration form and (ii) to maintain and update this information as required to keep it current, complete and accurate. We refer to this information as Your “BR Network User Information”.

It is Your responsibility to provide Your BR Network User Information as specified and where We reasonably believe that You have failed to do so, We (in Our absolute discretion) may alter the priority of

Your registration or remove You and Your registration and terminate Your use of the Website and Services and to refuse any and all current or future use of the Services or any part thereof. We reserve the right to modify or discontinue the Services with or without notice to You. We shall not be liable to You or any third party should We exercise Our right to modify or discontinue the Services.

### **4. How We look after Your BR Network User Information**

We use and look after Your BR Network User Information and other information about You in accordance with the terms of Our Privacy Policy. You will find Our Privacy Policy here. By using our Website, You consent to such processing and

You warrant that all data provided by You is accurate. When You register on Our Website You may subsequently be given a log-on ID and password which will designate Your identity when using the Website. You are responsible for maintaining the confidentiality and security of Your password and log-in ID and are fully responsible for all activities that occur under Your password and log-in ID. You agree to immediately notify Us of any unauthorised use of Your password or log-in ID or any other breach of security and to ensure that You log-out of the Website and any Services at the end of each session of use if guided to do so by the Website. We will not be liable under any circumstances for any loss or damage arising from Your failure to comply with this section 4. You agree further not to reproduce, copy, sell, resell or exploit for any commercial purposes any part of, use of or access to the Services or the Website other than as provided in section 2.

#### **5. What do You agree to do when using the Website?**

You agree that when using the Website and Services You remain solely responsible for the contents of anything You transmit through the Services. You agree that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”), whether privately transmitted or publicly posted are the sole responsibility of the originator of that Content. Therefore You agree that You and not Us, are entirely responsible for Content that You post, email or otherwise transmit to or via the Services.

You agree not to transmit through the Services any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You agree further not to transmit any material that encourages conduct that could constitute a criminal offence or give rise to civil liability or otherwise breach any applicable law or regulation. You are not permitted to gain any unauthorised access to Our Website, Services or other computer systems. You must not misuse our Website by knowingly introducing viruses, trojans, worms or other material which is malicious or technologically harmful.

You further understand and agree that by using the Services, You may be exposed to various forms of content. Under no circumstances are We liable for any content, including, but not limited to, any errors or omissions in any content, or for any loss of damage of any kind incurred as a result of Your use or any use of any content posted, emailed or otherwise transmitted by the Services.

Failure to adhere to these User Terms or the use of the data on the Website in breach of the Restriction as detailed in section 2 may result in immediate termination of Your access to the Website and/or Services. You agree that Your conduct is subject to internet regulations, policies and procedures and that You will not transmit in any form any unsolicited or unauthorised materials of any kind, except where specifically authorised by Us.

You shall not interfere with any other user of the Services and their use and enjoyment of the Services. You agree to indemnify Us and Our group companies and our affiliates, officers and employees for any loss and damage resulting from any claim or demand (including legal costs and expenses), made by any third party arising out of or as a result of Your use of the Website or Services, Your breach of these User Terms, or the infringement by You, or any other user of the Website or Services using Your computer, password, or log-in ID, of any intellectual property or other right of any person or entity.

## **6.Content of the Website**

You acknowledge and agree that the Website and Services contain content relevant to You but that it is Your obligation to assess such content including Your reliance on the accuracy, completeness or usefulness of such content. You agree and acknowledge that content is provided for information purposes only, may be publicly accessible and that You rely on any such content in all parts of the Website and Services, at Your sole and entire risk.

You acknowledge and agree that We may save and store content as We see fit, and may also disclose content if required to do so under any applicable laws.

## **7. How can We terminate Your use of the Website?**

We may at Our sole discretion terminate Your use of the Website, Services and Your password user ID (or

any other registration related details) if We consider that You are in breach of these User Terms. We shall not be liable to You or to any third party for such termination and You agree that We may effect such termination without prior notice to You and immediately remove Your registration details and all related information and files from Our database. When We terminate Your use of the Website and Services, Your right to use the Services (and any related software) shall cease immediately. Where You object to any term of these User Terms as they may be modified, or become dissatisfied with the Services in any way, Your only remedy is to immediately discontinue Your use of the Services and to notify Us of Your wish to terminate Your Services registration by email to

[admin@brnetwork.com](mailto:admin@brnetwork.com)

## **8.What happens when We link to other websites**

We may provide, or third parties may provide links to other websites or resources. Although We believe such websites and resources will be of interest to You, We have no control over such websites and resources. You acknowledge and agree that We are not responsible for the availability of such external third party websites or resources and that We do not specifically endorse or bear any responsibility or liability for any specific product, content, advertising or other

items on or made available by such websites or resources. You further acknowledge and agree that We are not liable, directly or indirectly, for any loss or damage caused by or in connection with use of or reliance on any such products, services, content or other materials available on or through any such website or resource.

## **9. Our proprietary rights and how You may use them**

The Website, Services and any software used on or in connection with the Website and Services and all intellectual property rights relating to the same (“Software”) are owned by Us or licensed to Us and the selection and arrangement thereof contain design, text, graphics, photographs, and other items which are proprietary to Us or to third parties and protected by applicable intellectual property and other laws. You agree that all such information and content presented to You by and through the Website and Services (or by advertisers) are the copyright of BR Network Limited and its related affiliates and subsidiaries, or their content and technology providers. Except as expressly agreed and authorised by Us or Our advertisers, You agree not to modify or deal with in any way any such information or Software in whole or in part, anywhere in the world.

We grant you permission to electronically copy on Your computer the Software for the purpose of using the Website under these User Terms. You may print out pages from the Website in hard copy for the sole purposes of using the Website as resource for You pursuant to the scope of services set out above. You are not permitted to use the Website and its contents for any other purpose or to modify, distribute, or republish it in any way. You agree not to access the Services by any means other than through the interface provided to You by Us for Your use in accessing the Services.

## **10. Our disclaimers and limitation of our liability**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK AND LIABILITY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND ALL WARRANTIES OF ANY KIND UNLESS EXPRESSLY SET OUT IN THESE USER TERMS ARE EXPRESSLY EXCLUDED AND DISCLAIMED, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE.

WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, TIMELY OR ERROR FREE. NOR DO WE WARRANT IN ANY WAY THE RESULTS THAT YOU MAY OBTAIN FROM YOUR USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF THE INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. THE PROVISIONS IN

THIS SECTION DO NOT AFFECT ANY TERMS AND CONDITIONS OF SALE THAT APPLY WHEN YOU MAKE ANY SPECIFIC PURCHASE VIA THE WEBSITE. YOU UNDERSTAND AND AGREE THAT ANY INFORMATION, DATA OR MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM DOWNLOAD OF SUCH MATERIAL AND/OR DATA. SAVE AS EXPRESSLY SET OUT IN ANY SERVICE SPECIFIC TERMS AND CONDITIONS OF SALE THAT MAY APPLY, WE DO NOT WARRANT IN ANY WAY ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH YOUR USE OF THE WEBSITE OR THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE

USER TERMS. EXCEPT AS SPECIFICALLY STATED ON THE WEBSITE OR IN ANY SERVICE SPECIFIC TERMS AND CONDITIONS OF SALE THAT MAY APPLY AND TO THE FULLEST EXTENT PERMITTED AT LAW, WE SHALL UNDER NO CIRCUMSTANCES BY LIABLE TO YOU FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS WHETHER ARISING UNDER THE USER TERMS OR IN TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR HOWEVER ARISING. "CONSEQUENTIAL LOSS" SHALL FOR THESE PURPOSES MEAN (I) PURE ECONOMIC LOSS (II) LOSS OF PROFITS (WHETHER CATEGORISED AS DIRECT OR INDIRECT) (III) LOSSES ARISING FROM BUSINESS INTERRUPTION (IV) LOSS OF BUSINESS REVENUE, GOODWILL, ANTICIPATED SAVINGS, (V) LOSSES WHETHER OR NOT OCCURRING IN THE NORMAL COURSE OF BUSINESS, WASTED MANAGEMENT OR STAFF TIME (VI) LOSS OR CORRUPTION OF DATA. SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU BECAUSE THEY ARE NOT PERMITTED IN CERTAIN JURISDICTIONS

## **11. How do We communicate with You?**

All notices either to You from Us or from Us to You may be made either by email to [admin@brnetwork.com](mailto:admin@brnetwork.com) or by post and shall be in writing and shall be sent to the address of the recipient. This address shall be either Your address as registered with Us or if the notice is to Us, at the contact details on the Website. All notices shall be in writing and where delivered by email shall be deemed to be served immediately, and if delivered by post shall be deemed served on the second working day after posting if served by first class post within the United Kingdom. The Services may also communicate to You notice of changes to the User Terms or other matters by displaying notices or links to notices to You generally on the Website. If any of these User Terms is held by any competent

authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these User Terms and the remainder of the provision in question shall not be affected. No waiver by Us of any breach of these User Terms by You shall be considered as a waiver of any subsequent breach of the same or any other breach of the User Terms. This section titles in these User Terms are for convenience only and have no legal or contractual effect.

## **12. Our Trademarks**

The BR Network logo and trade name are owned BR Network Limited. You agree not to display or use the said trade mark(s) in any manner without Our prior permission. Other product and company names mentioned on the Website may be the trademarks or registered trademarks of their respective owners.

### **BR Network Limited**

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