



TERMS OF USE

FUELSTAT® Test & Conidia.com website

Version 2.0

These terms of use were last updated on 18 December 2020

*These terms of use relate to your use of our website (<https://conidia.com>) (**Website**) and/or the FUELSTAT[®] Solution (as defined below) to the exclusion of the FUELSTAT[®] app which is governed by these Licence Terms (<https://conidia.com/eula/>). By using the Website and/or the FUELSTAT[®] Solution, you confirm that you accept these terms of use and agree to comply with them. If you do not agree with these terms of use do not use the Website and/or the FUELSTAT[®] Solution.*

INTRODUCTION

Conidia Bioscience Limited (company number 03965471) (**Conidia / we / our / us**) operates the Website, the FUELSTAT[®] Solution and any software, applications, computer programs, products and codes provided by Conidia in respect of its test contamination tool (the **FUELSTAT[®] Solution**).

Our registered address is 3 Acorn Business Centre, Northarbour Road, Portsmouth, Hampshire, PO6 3TH and our trading office is at Bakeham Lane, Egham, Surrey, TW20 9TY. Our VAT number is 158 8941 55.

To contact us, please email us at info@conidia.com or telephone our customer service line on +44 (0)1491 829102.

We recommend that you print a copy of these terms of use for future reference as they govern your use of the Website and/or the FUELSTAT[®] Solution.

These terms of use refer to the following additional terms, which also apply to your use of Website and/or the FUELSTAT[®] Solution:

Our Privacy Policy (<https://conidia.com/privacy-policy/>) which sets out the terms on which we process any personal data we collect from you, or that you or a third party provide to us. It also sets out information about the cookies on the Website and/or the FUELSTAT[®] Solution; and

The agreement with the organisation that you represent (**Organisation**) for the use of the FUELSTAT[®] Solution (**FUELSTAT[®] Solution Agreement**).

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party (including other members of staff).

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 of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at emma@conidia.com.

PROHIBITED USE

You may use the Website and the FUELSTAT[®] Solution only for lawful purposes. You may not use the Website and the FUELSTAT[®] Solution:

- 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.

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In any manner that disrupts our operations, business, equipment, websites or systems or any other person or entity.
- In contravention of these terms of use or the terms of the FUELSTAT® Solution Agreement, which you should request from your Organisation.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Website and the FUELSTAT® Solution in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the Website and the FUELSTAT® Solution;
 - any equipment or network on which Website and the FUELSTAT® Solution is stored;
 - any software used in the provision of the Website and the FUELSTAT® Solution; or
 - any equipment or network or software owned or used by any third party.

CONTENT STANDARDS

Any data or material that you input to the FUELSTAT® Solution (**Data**) must comply with the content standards, which must be complied with in spirit as well as to the letter, set out below.

We will determine, in our discretion, whether the Data breaches the content standards.

Data must comply with the law applicable in England and Wales and in any country from which it is inputted, contributed or linked.

Data must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful, inflammatory, sexually explicit or discriminatory.
- Promote violence.
- Infringe any intellectual property rights, including, but not limited to copyright, database right or trademark rights of any other person.
- Be likely to deceive any person.
- In any way breach any applicable local, national or international law or regulation or be otherwise illegal.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

- Facilitate any illegal activity.
- Be in contempt of court.
- Be threatening, abusive, harassing or invasive of privacy.
- Impersonate any person, or misrepresent your identity or affiliation with any person.

You warrant that the Data does comply with the above-mentioned content standards, and you will be liable to us and reimburse 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.

We are under no obligation to monitor any Data inputted or linked to the FUELSTAT® Solution, and we expressly exclude our liability for any loss or damage arising from the use of FUELSTAT® Solution by a user in contravention of the content standards, whether the FUELSTAT® Solution is monitored or not.

INTELLECTUAL PROPERTY RIGHTS

The FUELSTAT® Solution Agreement sets out who owns the Data, but also our intellectual property rights in the FUELSTAT® Solution and any reports created by the FUELSTAT® Solution.

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your Organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

FUELSTAT® is a registered trademark of Conidia. You are not permitted to use it without our approval, unless they are part of material you are using as permitted under these terms of use or the FUELSTAT® Solution Agreement.

DO NOT RELY ON INFORMATION ON THE WEBSITE

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

LINKING

Where the Website or the FUELSTAT® Solution contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

You may link to the Website and FUELSTAT® Solution, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to the Website or FUELSTAT® Solution in any website that is not owned by you.

The Website or FUELSTAT® Solution must not be framed on any other site, nor may you create a link to any part of the Website or FUELSTAT® Solution other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms of use.

If you wish to link to or make any use of content on the Website or FUELSTAT® Solution other than that set out above, please contact emma@conidia.com

BREACH OF THESE TERMS OF USE

When we consider that a breach of these terms of use has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms of use is a material breach of the terms of use upon which you are permitted to use the Website and the FUELSTAT® Solution Agreement upon which you are permitted to use the FUELSTAT® Solution, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website and/or the FUELSTAT® Solution.
- immediate, temporary or permanent removal of any data uploaded by you to the FUELSTAT® Solution.
- issue of a warning to you or the Organisation.
- 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.
- further legal action against you or the Organisation.
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms of use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

SUSPENDING OR WITHDRAWING WEBSITE

The Website is made available free of charge.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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 our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the provision of the FUELSTAT® Solution as set out in the FUELSTAT® Solution Agreement.

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

We will not 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, the Website; or
- use of or reliance on any content displayed on the Website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- loss of business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

GOVERNING LAW AND JURISDICTION

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the non-exclusive jurisdiction of the courts of England and Wales.

CHANGES TO THESE TERMS OF USE, THE WEBSITE AND FUELSTAT[®] SOLUTION

We amend these terms from time to time. Every time you wish to use the Website and/or FUELSTAT[®] Solution, please check these terms of use to ensure you understand the terms that apply at that time.

We may update and change the Website and FUELSTAT[®] Solution from time to time, to reflect changes in relevant laws and regulatory requirements, or make improvements or enhancements to them.

HOW TO CONTACT US

Questions, comments and requests regarding these terms of use are welcomed and should be addressed to Conidia Bioscience Limited at Bakeham Lane, Englefield Green, Egham, Surrey, TW20 9TY.