

## Website terms of use

### IMPORTANT LEGAL NOTICE

These Terms of Use are issued by MAIA Global Limited of 37 Ixworth Place, London, SW3 3QH, United Kingdom ("MAIA"), on behalf of itself and each of its group companies. "MAIA Global" and the MAIA Global logo are trademarks of MAIA Global Limited. You may contact us regarding these Terms of Use by post or by email to info@maia-global.com.

# INTRODUCTION

You may access all areas of our site www.maia-global.com ("Website") without registering your details with us.

By accessing any part of the Website, you shall be deemed to have accepted these Terms of Use and the Privacy Policy (http://maia-global.com/legal.pdf) in full. If you do not accept these Terms of Use in full, you must leave the Website immediately.

MAIA may revise these Terms of Use at any time by updating this posting. You should check the Website from time to time to review the then current Terms of Use, because they are binding on you. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages at the Website. You should take care to read such supplemental notices, as applicable.

### LICENCE

You are permitted to print and download extracts from the Website for your own use on the following basis:

no documents or related graphics on the Website are modified in any way;

no graphics on the Website are used separately from the corresponding text; and

MAIA's copyright and trade mark notices and this permission notice appear in all copies

In particular, but without limitation, you must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us and/or our licensors.

Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by MAIA or its licensors. For the purposes of these Terms of Use, any use of extracts from the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in these Terms of Use, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without MAIA's prior written permission.

Any rights not expressly granted in these terms are reserved.

# SERVICE ACCESS

While MAIA endeavours to ensure that the Website is normally available 24 hours a day, MAIA shall not be liable if for any reason the Website is unavailable at any time or for any period.

Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond MAIA's control.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

# VISITOR MATERIAL AND CONDUCT

We process information about you in accordance with our Privacy Policy (http://maia-global.com/legal.pdf). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. MAIA shall have no obligations with respect to such material. MAIA and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes on a royalty free, worldwide basis.

You are prohibited from posting or transmitting to or from the Website any material:

which is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

for which you have not obtained all necessary licences and/or approvals;

which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website (including, without limitation, by hacking).

MAIA shall fully co-operate with any law enforcement authorities or court order requesting or directing MAIA to disclose the identity or locate anyone posting any material in breach of clause 4.2 or clause 4.3.

Breaches of the Terms of Use may result in the immediate permanent or temporary withdrawal of your right to use the Website, the immediate permanent or temporary removal of any material posted by you and/or legal proceedings being brought against you.



# LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. MAIA has not necessarily reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. MAIA therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk. If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

you do not remove, distort or otherwise alter the size or appearance of the MAIA logo;

you do not create a frame or any other browser or border environment around the Website;

you do not in any way imply that MAIA is endorsing or recommending any products or services other than its own;

you do not misrepresent your relationship with MAIA nor present any other false information about MAIA;

you do not otherwise use any MAIA trademarks displayed on the Website without express written permission from MAIA;

you do not link from a website that is not owned by you; and

your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

MAIA expressly reserves the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it deems appropriate[, including requiring the immediate de-linking of the Website.]

You shall fully indemnify MAIA for any loss or damage suffered by MAIA or any of its group companies for breach of clause 5.2.

# DISCLAIMER

While MAIA endeavours to ensure that the information on the Website is correct, MAIA does not warrant the accuracy or completeness of the material on the Website. MAIA may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and MAIA makes no commitment to update such material. In particular, but without prejudice to the generality of clause 6.1, commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed.

The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, MAIA provides you with the Website on the basis that MAIA excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these Terms of Use, might have effect in relation to the Website.

#### LIABILITY

MAIA, its group companies, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and each of their officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

Nothing in these Terms of Use shall exclude or limit the liability of MAIA or any other person for:

death or personal injury caused by negligence;

fraud; or

misrepresentation as to a fundamental matter; or

any liability which cannot be excluded or limited under applicable law.

### GOVERNING LAW AND JURISDICTION

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, use of the Website, although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country. These Terms of Use are governed by English law.

**Our Privacy Policy** 

#### **IMPORTANT LEGAL NOTICE**

MAIA is committed to protecting and respecting your privacy. This Privacy Policy (together with our Terms of Use (http://maia-global.com/legal.pdf) and any other documents referred to in it) sets out the basis on which any personal data which MAIA Global Limited ("MAIA") collects about you, or that you provide to MAIA, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the United Kingdom Data Protection Act 1998 (the Act), the data controller is MAIA Global Limited of 37 Ixworth Place, London, SW3 3QH, United Kingdom.



### INFORMATION MAIA MAY COLLECT FROM YOU

MAIA may collect and process the following data about you: email Information and addressed that you provide by corresponding with MAIA on our site www.maia-global.com ("Website").

If you contact us, we may keep a record of that correspondence.

MAIA may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them. Details of your visits to the Website including any resources that you access.

### COOKIES AND OTHER TOOLS

We may use information about your visits to the website by using a "cookie" or similar technologies for storing information, such as local shared objects and web beacons, which we refer to collectively in this privacy policy as "cookies". A cookie is a small text file which is transferred to and stored on your computer, portable device or mobile. Cookies can be unique to your web browser and contain text and information such as a unique identifier, site name, digits and numbers. The information collected and stored is statistical data about our users' browsing actions and patterns and we do not use it to identify any individual.

Cookies are used to differentiate one user from another, to pass information from page to page during their visit to the website and to collect data about a given browser, along with the information requested and sent by the browser's operator (the visitor). They enable us: To estimate our audience size and usage pattern.

To store information about your preferences, and so allow us to customise the website according to your individual interests.

To recognise you when you return to the website.

By using the website, you are consenting to our use of cookies.

### WHAT COOKIES DO WE USE?

The cookies we use are 'analytical' cookies (in particular, we use google analytics which provides us with meaningful reports on how visitors use the website. The cookies we use are first-party cookies which means that they are set by the website when you visit and the data collected by these cookies cannot be altered or retrieved by any service on another domain or by any third party. Our use of cookies relate exclusively to the performance of the website, such as google analytics

For further information about google analytics, please visit:www.google.com/analytics/learn/privacy.html.

# WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you will be securely stored by our web hosts and transferred to, and stored at, a secure server provided by a specialist third party provider. By submitting your personal data, you agree to this transfer and storing. MAIA will take all steps reasonably necessary to treat your data securely and in accordance with this privacy policy.

You acknowledge and understand that the transmission of information via the internet is not completely secure. Although we will take reasonable and appropriate steps to protect your personal data once we have received it, we cannot guarantee the security of your data transmitted to the website; any transmission is at your own risk. Once we have received your information, we will use appropriate procedures and security features to try to prevent unauthorised access.

# USES MADE OF THE INFORMATION

We use information held about you in the following ways:

To ensure that content from the website is presented in the most effective manner for you and for your computer. From time to time, to contact you to conduct research about the capabilities and experience of using the website.

### DISCLOSURE OF YOUR INFORMATION

We will not disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.or any third parties.

### ACCESS TO INFORMATION

The Act gives you the right to access information held about you, subject to certain exemptions. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you. You may exercise the right at any time by contacting us at info@maia-global.com; it would assist us if you use the subject line "Access Request".

### CHANGES TO OUR PRIVACY POLICY

Any changes we may make to the privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

### CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@maia-global.com.