

FIRST...STEP

WEBSITE TERMS AND CONDITIONS OF USE

These are the terms and conditions under which you ("**you**") may use our ("**we/us/our**") website, www.first-step.uk.com (the "**Website**"), and/or engage in email correspondence with us.

If you do not agree to be bound by these terms and conditions, please do not use the Website.

1 ABOUT US

First-Step Group Limited
4 Jordan Street
Manchester
M15 4PY

Tel: 0845 300 8551
Fax: 0845 300 9097
Email: info@first-step.uk.com
Company No. 06627318

2 USE OF THE WEBSITE

2.1 By using the Website and/or emailing us, you are deemed to have full knowledge of these terms and conditions and to accept them.

2.2 Copyright

2.2.1 All material accessible on the Website is protected by copyright. You may view Website pages on screen and may print or download extracts of them for your own personal use or for use by others within your organisation.

2.2.2 You may supply a copy of any such extract to any third party provided that:

- (a) the extract is for their own personal use;
- (b) the extract is not supplied as part of or incorporated in another work, website or publication;
- (c) the extract is not supplied either directly or indirectly in return for commercial gain; and
- (d) the third party is made aware that the source of the copy is this Website and that these terms and conditions apply equally to them.

2.2.3 No part of the Website may be reproduced, transmitted to, or stored on any other website or in any other form of electronic medium without our express written consent.

2.3 Availability of the Website

We will use our reasonable endeavours to provide you with a prompt and continuing service. We do not, however, warrant that the service it provides will continue uninterrupted or without delay or that it will remain unchanged. In particular we reserve the right to bring the Website down as and when necessary for the purposes

of maintenance.

2.4 **Content of the Website**

- 2.4.1 Whilst we will use our reasonable endeavours to ensure that the information contained in the Website is correct and reliable, no warranty, either express or implied, is given as to the accuracy or completeness of that information.
- 2.4.2 The Website may contain hypertext links to a websites owned, operated and controlled by third parties. We have no control over or proprietary interest in any of these websites and, as such, make no warranties with regard to the quality, security, accuracy or any other aspect of such sites, and exclude any and all liability arising from use of the same.
- 2.4.3 The Website may contain content and services ("**Third Party Services**") owned, operated, controlled or provided by third party service providers ("**TSPs**") and not by us. Where appropriate the provision of any Third Party Services to you by any TSP shall be on the terms and conditions of the relevant TSP. It is your responsibility to make yourself aware of such terms and conditions. We exclude any and all liability arising from the provision of any Third Party Services to you by any TSP and your only remedy for failure to provide such Third Party Services is against the relevant TSP.

2.5 **User generated content**

- 2.5.1 Users of the Website may be given the opportunity to post on and/or transmit to and/or from the Website comments, ratings or other material ("**User Generated Content**").
- 2.5.2 You must ensure that any User Generated Content posted or transmitted by you:
- (a) is not unlawful, harmful, threatening, defamatory, libellous, obscene, harassing or racially or ethnically offensive;
 - (b) does not facilitate illegal activity;
 - (c) does not promote unlawful violence, discriminate based on race, gender, colour, religious belief, sexual orientation, disability;
 - (d) does not infringe the intellectual property rights or other rights of any third party;
 - (e) is legal, decent, honest, truthful, accurate, complete and not misleading;
 - (f) is not posted for commercial gain; and
 - (g) complies with all applicable laws in the territories in which it is made available.
- 2.5.3 You warrant and represent to us that you have the necessary rights to post and grant the licence at 2.5.4 below in respect of all User Generated Content posted or transmitted by you and you agree to indemnify us and hold us harmless against any and all liability, claim, loss whatsoever arising from any claim that any User Generated Content posted or transmitted by you infringes the intellectual property or any other rights of any third party.
- 2.5.4 You grant an irrevocable, transferable, worldwide, royalty-free licence to us to use all

User Generated Content posted or transmitted by you for any purpose whatsoever.

- 2.5.5 You waive all moral rights which may subsist in any User Generated Content posted or transmitted by you.
- 2.5.6 We reserve the right to remove any User Generated Content from the Website at any time, acting in our absolute discretion.
- 2.5.7 It is not possible for us to monitor the content of all User Generated Content on the Website. Should you wish to complain to us about the content of any User Generated Content please notify us of your complaint by contacting us at info@first-step.uk.com and, to the extent we consider reasonable, we will remove such User Generated Content within a reasonable period of time.

2.6 **Username and Passwords**

- 2.6.1 If you set up an account with us to access and use the Website and the services that it offers (an "**Account**"), we may specify or ask you to specify a user name or password to access and use your Account.
- 2.6.2 You will be responsible for any use of your Account (whether or not by you), for logging out of your Account after you have finished using it and for keeping your usernames and passwords confidential.
- 2.6.3 To change your username and/or password follow the instructions in your Account or email us at the address set out above. If you forget your username and/or password, you may email us at the address set out above and we will email your username and password to the email address specified in your Account.
- 2.6.4 We reserve the right to close or suspend your Account without notice if you are in breach of these terms or if you have not accessed your Account for a period of 12 months. We also reserve the right to close or suspend your Account at any time for any other reason, but will use reasonable endeavours to notify you as soon as reasonably possible before doing so.

2.7 **Queries**

Whilst we will use our reasonable endeavours to ensure that any enquiry you submit is dealt with promptly, we cannot guarantee that your query will always be dealt with within the timescale you require. If your enquiry is submitted to a TSP then we will not necessarily read or see your enquiry. We cannot guarantee complete confidentiality and recommend that you do not include sensitive information, or information which could be classed as a trade secret, via the internet.

2.8 **Links to the Website**

- 2.8.1 You may not create a link to the Website from any other website unless you have our prior written consent.

2.8.2 In linking to the Website from another website (the "**Linking Website**") you must not:

- (a) replicate the Website in any way
- (b) give the impression that we recommend any properties, products or services other than our own;
- (c) misrepresent the relationship between the Linking Website and us or present any other false information about us;
- (d) impose any border environment or frame around the Website;
- (e) use any of the trade names, marks or materials accessible on the Website without our express written permission;
- (f) create a link to the Website from a website that is not owned or controlled by you; or
- (g) display any content on the Linking Website which, if User Generated Content, would represent a breach of clause 2.5.2 above.

2.8.3 We reserve the right to remove any link to the Website at any time, acting in our absolute discretion.

2.8.4 You warrant and represent to us that you have the necessary rights to create a link to the Website and you agree to indemnify us and hold us harmless against any and all liability, claim and loss whatsoever arising from any breach by you of any of the terms set out in this clause 2.8.

2.9 **General**

2.9.1 The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude, in relation to your use of the Website (and not any application or order for services submitted by you):

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- (b) any liability for any indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it; and
- (c) any liability for:
 - (i) loss of profits;
 - (ii) loss of anticipated savings;
 - (iii) loss of data; and
 - (iv) loss of goodwill.

2.9.2 Nothing in these Website Terms and Conditions of Use affects our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

- 2.9.3 The presence of a third party's advertising or other content on the Website (including User Generated Content) does not in any way give rise to or, otherwise imply, a recommendation, endorsement or other representation on our part in respect of the third party's comments, products or services.
- 2.9.4 The remedies available to either you or us under these terms shall not exclude or limit any other rights that you or we may have against each other. Any failure by us to enforce any of our rights under these terms shall not affect our right to enforce them at a later date.
- 2.9.5 If any provision or right under these terms is found to be invalid or unenforceable then the remaining provisions or rights under these terms shall be unaffected as if the invalid or unenforceable part did not exist.
- 2.9.6 Save in respect of our Terms and Conditions of Business and the Privacy Policy, these terms contain all the terms and conditions between you and us regarding your use of the Website. No other terms and conditions or promise shall be taken to have been given or implied into the terms except as implied by law. This does not affect your statutory rights.
- 2.9.7 We may assign, transfer, mortgage, charge, sub-contract, sub-licence or otherwise dispose of the whole or any part of these Website Terms and Conditions of Use without your prior written consent. Nothing in the Website Terms and Conditions of Use will give any right or benefit to any person who is not a party to them.
- 2.9.8 We reserve the right to change these Website Terms and Conditions of Use terms at any time without prior notice to you.
- 2.9.9 Even though any contract between you and us relating to your use of the Website is concluded over the internet, you and we agree that it has been concluded in England in writing. Any such contract will be governed by English law and you and we each hereby accept the exclusive jurisdiction of the English courts.