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Applies to: All users of the Anesco.de website Prepared by: Legal - VW ANESCO.DE WEBSITE TERMS AND CONDITIONS



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Rev 1.4

Approved by: General Counsel	Issue Date: Jun 25	Review Date: Jun 26

Document Revision Register			
Rev No.	Date:	Summary of changes:	Implemented by:
1.1	Dec 22	Aligned to branding/Review and refresh	Sharon Muir/Victoria Wells
1.2	Dec 23	Reviewed and refreshed	Victoria Wells
1.3	Jan 25	Reviewed and up rev'd with no changes for 6 months	Victoria Wells
1.4	Jun 25	Reviewed and up rev'd with no changes for 12 months	Victoria Wells

Please read these terms and conditions (the "Terms") carefully before using the anesco.com/de website ("our Site") as they set out the terms in accordance with which you may use our Site and the material and content available on or through our Site (the "Content"). Our Site is made available free of charge and is operated by Anesco Limited ("we", "us" or "our").

# 1. INFORMATION ACCORDING TO § 5 OF THE TELEMEDIA ACT (TMG)

Anesco Limited is a limited company registered in England and Wales under company number 07443091. The registered office and main trading address is The Green, Easter Park, Benyon Road, Reading, Berkshire RG7 2PQ.

Anesco Limited's representative in Germany is Anesco Deutschland GmbH (HRB 97503). The details of Anesco Deutschland GmbH are:

- Authorised representative: Guido Fiebes
- Post address: Pestalozzistraße 9, 40764 Langenfeld
- E-mail: info-de@anesco.com
- Telephone: +49 2173 200430

# 2. BY USING THIS SITE, YOU ACCEPT THESE TERMS

By using our Site, you agree to be bound by these Terms. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms.

# 3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms refer to the following additional terms, which also apply to your use of our Site and which it is important that you read:

Our Privacy Policy (<u>https://anesco.co.uk/privacy-policy</u>), which sets out how we may use your personal information.

Our Cookie Policy (https://anesco.co.uk/cookie-policy), which sets out information about the cookies on our Site.

## 4. WE MAY MAKE CHANGES TO THESE TERMS

We may revise these Terms at any time. Please check them periodically to inform yourself of any changes. If you do not agree to any change to the Terms, then you must immediately stop using our Site.

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## 5. WE MAY MAKE CHANGES TO OUR SITE

We may update and change our Site from time to time to reflect changes to our services, our users' needs and our business priorities.

# 6. WE MAY SUSPEND OR WITHDRAW OUR SITE

We do not guarantee that our Site or any Content will always be available or be uninterrupted. We may suspend, withdraw, discontinue or restrict the availability of all or any part of our Site for business and operational reasons. Please see Section 12 below for information on our liability in relation to the use of our Site.

## 7. INTERNATIONAL USE

We make no promise that Content is appropriate or available for use outside the United Kingdom, Germany or the Netherlands.

# 8. HOW YOU MAY USE THE MATERIAL ON OUR SITE

The copyright, trademarks and all other intellectual property rights in all Content are owned by us or our licensors.

You are permitted to use Content only as expressly authorised by us or our licensors. You may print off one copy, and may download extracts, of any Content provided you keep each copy a complete copy, you do not modify it, it acknowledges Anesco Limited as its source, and it is only for personal use. Any other use of the Content is strictly prohibited.

You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, modify, transmit, publish, display, distribute, commercially exploit or create derivative works of the Content without written permission from us.

# 9. NO TEXT OR DATA MINNING, OR WEB SCRAPING

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Site or any services provided via, or in relation to, our Site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our Site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this section should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This section shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

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#### **10.DISCLAIMER**

The Content 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 taking, any action on the basis of the Content. Although we make reasonable efforts to update the information on our Site, we do not represent, warrant or guarantee (whether express or implied) that any Content is or remains accurate, complete and up to date, or fit or suitable for any purpose. To the extent permitted under applicable law or regulation, we exclude all liability and responsibility to you or third parties for any loss or damage relating to the use of, inability to use, or reliance on, our Site or any of the Content.

### 11. WE ARE NOT RESPONSIBLE FOR ANY WEBSITES WE LINK TO

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use, or availability of such websites or for any loss or damage, however arising, as a result of their use other than as set out in Section 12.

## 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Our liability under and in connection with this Agreement shall be limited in accordance with this Section 12.

In the case of intent, we shall be liable without limitation in accordance with the statutory provisions. The same applies to all other cases of indispensable legal liability, such as in the case of liability for guaranteed characteristics, due to injury to life, body or health or according to the Product Liability Act.

In the event of gross negligence, we shall be liable, insofar as we are liable on the merits.

In the case of slight negligence, we shall be liable, insofar as we are liable on the merits. In the case of slight negligence, liability for indirect damage and consequential damage, in particular for loss of profit, shall be excluded.

The above exclusions and limitations of liability shall apply to the same extent in favour of Anesco's organs, legal representatives, employees and other vicarious agents.

The above exclusions and limitations of liability shall apply to all claims, regardless of their legal basis, in particular those arising from authorized and unauthorized modification of this website and its content, suspension or discontinuance of this website, under or in connection with use of, or inability to use, our Site; or use of or reliance on any Content, loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site, infringement of third party industrial property rights, other breaches of Agreement, breach of obligations during Agreement negotiations and tort. They also apply to any indemnification obligation of Anesco's.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our terms and conditions of the supply of services or, if applicable, any other contract we have entered into with you.

#### **13. YOUR RESPONSIBILITY TO US**

If you are in breach of these Terms, you agree to indemnify and hold us, and our officers, directors, employees, agents and suppliers harmless in respect of any costs, expenses, claims, proceedings, actions, losses, damages or

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liabilities incurred by us in relation to or arising from such breach. This means you will be responsible for any loss or damage we suffer as a result of your breach of these Terms.

When a breach of these Terms has occurred, we may take such action as we deem appropriate, which may include temporary or permanent withdrawal of your right to use our Site, issue of a warning, or any legal action against you.

### 14. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server 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. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

#### **15. RULES ABOUT LINKING TO OUR SITE**

You may link to our Site, 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 our Site in any website that is not owned by you. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of Content other than that set out above, please contact info-de@anesco.com.

#### **16. OUR TRADE MARKS ARE REGISTERED**

The Anesco name and Anesco – Amazing Energy logo are registered trade marks of Anesco Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under Section 8 above.

#### **17. APPLICABLE LAW**

This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of private international law. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Dusseldorf, unless otherwise required by mandatory law.

#### **18. MISCELLANEOUS**

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

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If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

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