

Schedule 4: Terms & Conditions of Use of the LiveLink System

Part 1 -Terms & Conditions of Website Use

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website JCBLL.com (“**the Site**”), whether as a guest/visitor or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

The Site is a site operated by Microlise Limited (“We”) on behalf of the J C Bamford Excavators Limited (“JCB”) and its group companies (“JCB Group”). We are registered in England and Wales under company number 03037936 and have our registered office at Farrington Way, Eastwood, Nottingham, NG16 3AG. JCB is registered in England and Wales under company number 0561597 and has its registered office at Lakeside Works, Rocester, Staffordshire, ST14 5JP.

ACCESSING OUR SITE

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice (see below). Neither We nor JCB or the JCB Group will be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Site, or the entire Site, to users who have registered with us.

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, and you must not disclose it to any third party. 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 opinion you have failed to comply with any of the provisions of these terms of use.

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

INTELLECTUAL PROPERTY RIGHTS

We or JCB are the owner or the licensee of all intellectual property rights in the Site, 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 Site for your personal reference or for the use of your employees or employer and you may draw the attention of others within your organisation to material posted on the Site.

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 material on the Site must always be acknowledged.

You may not provide the information or data on the Site to any third party.

You must not use any part of the materials on the Site 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 Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our or JCB's option, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on the Site are not intended to amount to advice on which reliance should be placed. We and JCB therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

SITE CHANGES

We may change the content of the Site at any time. If the need arises, we may suspend access to the Site, or close it indefinitely.

LIABILITY

The material displayed on the Site 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, JCB and the JCB Group and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITE

We process information about you in accordance with our privacy policy (see Schedule 4 Part 2). By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.

UPLOADING MATERIAL TO THE SITE

Whenever you make use of a feature that allows you to upload material to the Site, or to make contact with other users of the Site, you must comply with the content standards set out in our acceptable use policy (see Schedule 4 Part 1). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to the Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Site.

We have the right to remove any material or posting you make on the Site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 the Site will cease immediately.

Neither we nor JCB will be liable for any 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 the Site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You may not link to any part of the Site in any circumstances

ACCEPTABLE USE

You may use our Site only for lawful purposes. You may not use our Site:

- 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 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.

You also agree:

- Not to access without authority, interfere with, damage or disrupt:

- any part of our Site;
- any equipment or network on which our Site is stored;
- any software used in the provision of our Site; or
- any equipment or network or software owned or used by any third party.

LINKS FROM OUR SITE

Where the Site contains links to other sites and resources provided by third parties other than JCB and the JCB Group, these links are provided for your information only. Neither We nor JCB have control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The JCB website at jcb.com has its own terms and conditions of use relating to use of that site.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

TRADE MARKS

"Livelink" and "JCB" are UK registered trade marks of JCB.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Site.

YOUR CONCERNS

If you have any concerns about material which appears on the Site, please contact Livelinkteam@jcb.com.

Thank you for visiting the Site.