

Terms and Conditions

Last Update: 06/02/2021

1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (**you**) and Andros Consulting Limited, located at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ (**we, us**), concerning your access to and use of the website as well as any related applications (the **Site**).

The Site provides the following services: Consultancy and Contract Management (Services). You agree that by accessing the Site and/or Services, you have read, understood and agree to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 The supplemental policies set out in section 1.7 below, as well as any supplemental terms and conditions or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.4 We may update or change the Site from time to time to reflect changes to our products, our users’ needs and/or our business priorities.

1.5 The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.6 Additional policies will also apply to your use of the Site include:

- Our Website Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of the Site. When using the Site, you must comply with this Acceptable Use Policy.

2. Acceptable Use

2.1 Our full Acceptable Use Policy (www.androsconsulting.com) sets out all the permitted uses and prohibited uses of this Site.

2.2 You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

2.3 As a user of this Site you may not use the services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this AUP:

- Phishing or engaging in identity theft
- Distributing computer viruses, worms, Trojan horses, or other malicious code
- Distributing pornography or adult related content or offering any escort services
- Promoting or facilitating violence or terrorist activities
- Infringing the intellectual property or other proprietary rights of others

3. Our Content

3.1 Unless otherwise indicated, the Site and Service including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (**Our Content**) are owned or licensed to us, and are protected by copyright.

3.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

3.4 You shall not a) try to gain unauthorised access to the Site or any networks, servers, or computer systems connected to the Site; and/or b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.

3.5 We shall prepare the Site and Our Content with reasonable skill and care.

3.6 The content on the Site 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 on the Site.

3.7 Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

4. Link to third party Content

4.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third party websites or applications or the third party operator. We are not responsible for and do not endorse any third party websites or applications or their availability or content.

4.2 We accept no responsibility for adverts contained within the Site. If you agree to purchase goods and/or Services from any third party who advertises in the Site, you do so at your own risk. The advertiser, and not us, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.

5. Site Management

5.1 We reserve the right at our sole discretion, to 1) monitor the Site for breaches of these Terms and Conditions; 2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; 3) refuse, restrict access too or available of, or disable (to the extent technologically feasible) any of your Contributions; 4) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and 5)

otherwise manage the Site in a manner designed to protect our rights and property and to facility the proper functioning of the Site and Services.

5.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

5.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

6. Modifications to and availability of the Site

6.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

6.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services or to supply any corrections, updates, or releases.

6.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

7. Disclaimer/Limitation of Liability

7.1 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any errors or omissions in content; any unauthorised access to or use of our servers and/or any and all personal information and/or financial information stored on our server; any interruption or cessation of transmission to or from the site or services; and/or any

bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

7.2 We shall have no liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation). We shall not be liable for any consequential, indirect or special losses., loss of production, loss of opportunity, harm to reputation or loss of goodwill, loss of profit, loss of contract or loss of production.

Except as expressly stated in this Agreement, and subject to this clause 7, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

7.3 Notwithstanding any other provision of this Agreement, the liability of the Parties shall not be limited in any way in respect of the following:

- Death or personal injury caused by negligence ;
- Fraud or fraudulent misrepresentation;
- Any other losses which cannot be excluded or limited by applicable law

8. Term and Termination

8.1 These Terms and Conditions shall remain in full force and effect while you use the Site or Services or are otherwise a user of the Site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your settings, if available, or by contacting us at info@androsconsulting.com.

8.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and Services (including blocking certain IP Addressees), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of the Site/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the Site and the Service or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

8.3 If we terminate or suspend your account for any reason set out in this Section 8, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

9. General

9.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communication. You consent to receive electronic communications and you agree that agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

9.2 These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.

9.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

9.4 We may assign any or all of our rights and obligations to others at any time.

9.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

9.6. If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

9.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

9.8 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

9.9 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services please contact us by email at info@androsconsulting.com or by post to:

Address:

Andros Consulting Limited

71-75 Shelton Street

Covent Garden

London

WC2H 9JQ