

## Terms of Portal Use

These terms of use (together with the documents referred to in them) are the basis on which you may access and make use of the portal section of our website (**the portal**). By using the portal, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use the portal. We recommend you print a copy of these terms for future reference.

### 1. Definitions

In these terms of use, the words and phrases below have the following meanings:

- 1.1. "We" "us" and "our" and "Henry Bath" means Henry Bath & Son Ltd (company number 00162301 with its registered office at 12 Princes Parade, Liverpool, United Kingdom), together with, Henry Bath BV, Henry Bath BVBA, Henry Bath LLC, Henry Bath Singapore Pte Ltd, and/or Henry Bath Warehousing (Shanghai) Co., Ltd.
- 1.2. "Goods" means any cargo of whatever nature;
- 1.3. "You" "Your" means the Client and/or owner of the Goods accessing the portal.

### 2. Conditions of Use

- 2.1. Access to and use of the portal by you is subject to:
  - a. these terms of use.
  - b. the general terms and conditions of our website
  - c. Our Privacy Policy, <http://henrybath.com/policies> 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 portal, you consent to such processing and you warrant that all data provided by you is accurate.
  - d. Our Cookie Policy <http://henrybath.com/policies>
- 2.2. We may amend these terms from time to time. Every time You wish to use this portal, please check these terms to ensure You understand the terms that apply at that time.

### 3. Access

- 3.1. Access to and use of the portal is restricted to authorised clients only. Unauthorised individuals attempting to access the portal may be subject to prosecution.
- 3.2. If You receive any user identification code, passwords, PIN Numbers or other information (as the case may be) as part of our security procedures You must treat such information as confidential and not release such information to any third party without our written permission.
- 3.3. We reserve the right to refuse any application to open an account and/or to suspend and/or terminate any account at any time at our sole discretion and without providing reasons for our decision if any information You may have provided to us is untrue, inaccurate, incomplete, out of date or otherwise misleading, or if You fail to provide us with any information which we may reasonably request from you in order to verify any details which you may have provided to us. We also have the right to disable any security information, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use and the other applicable terms.
- 3.4. If You know or suspect that anyone other than You or Your servants knows Your user identification code or password or other security information, You must promptly notify Your Henry Bath key contact.

#### **4. Your Responsibilities**

- 4.1. You warrant that You and your servants are trained and competent to carry out that tasks at any time assigned to them in relation to accessing and using of the portal. You further warrant that any such persons have Your full authority to access the portal on Your behalf.
- 4.2. You are responsible for ensuring that all persons who access our portal through Your internet connection and/or on Your behalf are aware of these terms of use and other applicable terms, and that they comply with them.
- 4.3. You shall be responsible for the inputting or safekeeping (as the case may be) of any data, figures, passwords, PIN Numbers or other information of any nature entered with the portal. If we release or allow the release of the Goods to a party who uses correct data, figures, passwords, PIN Numbers or other information, we shall be under no liability whatsoever for such release unless it can be shown that we were negligent in disclosing the data, figures, passwords or other information or in releasing the Goods without proper production of such data, figure, password, PIN Number or other information. The burden of proving we were negligent in the disclosure shall rest with you.

#### **5. Limitation of Liability**

- 5.1. We shall not be liable in connection with this portal in any way or in connection with the use, inability to use, or the results of use of this portal, any websites linked to this portal, or the material on such websites, for any loss or damages of any kind howsoever arising, including without limitation, any direct, indirect, incidental, consequential, special, punitive or other damages, any loss of data, profits, income, goodwill, contracts or loss or damages arising from or connected in any way to business interruption and whether or not such loss or damage is foreseeable, known or foreseen or otherwise and whether in tort (including negligence), contract or otherwise we assume no responsibility, and shall not be liable for any damages whatsoever due to any third party's unjustified access to the portal, passwords or data or information on this portal, nor shall we be liable for loss or damage due to viruses, distributed denial-of-service attacks or other technically harmful material that may infect Your computer equipment, software, data or other property on account of Your access to, use of, or browsing this portal or Your downloading of any materials or content from this portal or any websites linked to it.
- 5.2. Nothing in these terms of use shall exclude or limit our liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

#### **6. Suspension of Access**

Whilst we endeavour to ensure that this portal is normally available 24 hours a day, we will not be liable if for any reason this portal is unavailable at any time or for any period. Access to this portal may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

#### **7. Communications**

- 7.1. Any communications (other than personally identifiable information, which is covered under the Privacy Policy), any material and content, information or other communication you transmit, upload or post to this website will be considered non-confidential and non-proprietary and shall become our property and may be used without limitation. You warrant that any such communications comply with any acceptable use policy that may have issued to You from time to time.

#### **8. Disclaimer**

- 8.1. While we have made every attempt to ensure that the content and/or information contained in this portal is accurate and up to date, we are not responsible or liable for any errors, inaccuracies or omissions from the use of such content and/or information.
- 8.2. Information on this portal may be changed and updated at any time without prior notice. We may also change or update this portal from time to time.
- 8.3. We do not warrant that the material on this website is accurate, complete or up to date. All information on this website is provided "as is" without any conditions, warranties, representations or other terms of any kind.

## **9. Viruses**

- 9.1. We do not guarantee that the portal will be secure or free from bugs or viruses. You are responsible for configuring Your information technology, computer programmes and platform in order to access the portal. You should use Your own virus protection software.
- 9.2. You must not misuse the portal 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 portal, the server on which the portal is stored or any server, computer or database connected to the portal. You must not attack the portal 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 portal will cease immediately.

## **10. Hyperlinks**

Links to third party websites are provided solely as a convenience to You. If You use these links, you will leave this website. Please understand that third party websites are independent from us and that we have no control over the content of that website. In addition, a link to a non-Henry Bath company website does not mean that we endorse or make any representations about them, or any information, software or other products or materials found there or accept any responsibility for the content or the use of such website. If You decide to access any of the third party websites linked to this website, You do this entirely at Your own risk.

## **11. Copyright**

Unless otherwise stated, everything You see or read on this website is protected by copyright and, in some cases, other intellectual property rights and may not be used except as provided in these terms of use or on the website, without our written permission. We neither warrant nor represent that Your use of material displayed on the website will not infringe rights of third parties. This website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

## **12. Law and Jurisdiction**

These terms of use are subject to the law of England and by accessing the portal You agree to accept the exclusive jurisdiction of the English Courts.

## **13. Contact**

To contact us, please email [liverpool@henrybath.com](mailto:liverpool@henrybath.com) or telephone us on 0151 224 1800.