



Terms & Conditions 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 any websites within our family of sites, including courierexchange.co.uk, haulageexchange.co.uk, cxmobile.com and complianceregistry.com (our sites), whether as a guest 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 any additional terms which expressly apply to services and information provided by third parties which are displayed on our sites) and that you agree to abide by them.

Certain areas of our sites are available only to registered users. These Terms apply at all times to all users.

If you do not agree to these terms of use, please refrain from using our site.

1 Information about us

- 1.1 Our sites are operated by Transport Exchange Group Limited (Company Number 3464353) whose registered office is at Newstead House, Pelham Road, Nottingham, NG5 1AD ("We").
- 1.2 We are a private limited company.
- 1.3 For the purposes of these Terms, Transport Exchange Group Limited shall include all subsidiary, holding group or associated companies to it.

2 Accessing our site

- 2.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 2.3 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.
- 2.4 When using our site, you must comply with the provisions of our acceptable use policy at <http://www.complianceregistry.com/acceptable-usage-policy>.

- 2.5 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.

3 Intellectual property rights

- 3.1 We are the owner or the licensee of the domain names and the copyright of our sites. All other intellectual property rights used in our sites are owned by their respective third party holders and Transport Exchange Group Limited does not give anyone permission (whether express or implied) to use such intellectual property rights. Such use may constitute an infringement of the holder's rights.
- 3.2 Works published on our sites by identified contributors are protected by copyright laws and treaties around the world. All such rights are reserved.
- 3.3 You may print copies and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 3.4 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.
- 3.5 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 3.6 [You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.]
- 3.7 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4 Reliance on information posted

- 4.1 Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We 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.

5 Our site changes regularly

- 5.1 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

6 Our liability

- 6.1 The material displayed on our 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 and third parties connected to us hereby expressly exclude:
- 6.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

6.1.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

6.1.2.1 loss of income or revenue;

6.1.2.2 loss of business;

6.1.2.3 loss of profits or contracts;

6.1.2.4 loss of anticipated savings;

6.1.2.5 loss of data;

6.1.2.6 loss of goodwill;

6.1.2.7 wasted management or office time; and

6.1.2.8 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.

6.2 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.

6.3 You must notify Transport Exchange Group Limited immediately if anyone makes or threatens to make a claim against you relating directly or indirectly to your use of our sites.

7 Information about you and your visits to our sites

We process information about you in accordance with our Privacy Policy at <http://www.complianceregistry.com/privacy-policy/>.

7.1 By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

8 Transactions concluded through our sites

8.1 Contracts for the supply of goods, services or information formed through our sites or as a result of visits made by you are governed by these terms and conditions.

9 Uploading material to our sites

9.1 Whenever you make use of a feature that allows you to upload material to our sites, or to make contact with other users of our sites, you must comply with the content standards set out in our acceptable use policy at <http://www.complianceregistry.com/acceptable-usage-policy> . You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

9.2 Any material you upload to our sites 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 our sites constitutes a violation of their intellectual property rights, or of their right to privacy.

- 9.3 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 our sites.
- 9.4 We have the right to remove any material or posting you make on our sites if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy at <http://www.complianceregistry.com/acceptable-usage-policy>.

10 Prohibited uses

- 10.1 Transport Exchange Group Limited prohibits any use of our sites and you agree not to use our sites for any of the following:
 - 10.1.1 Posting any incomplete, false information or information which you know or ought to have known is inaccurate.
 - 10.1.2 Deleting or revising any information posted by any other person or entity.
- 10.2 If you have registered and use a password, you must not allow third parties access to any area of our sites which is restricted to a password user or disclose to or share the password with any third parties or use the password for any purpose.
- 10.3 Copying or adapting any computer code in any of our sites that Transport Exchange Group Limited creates to generate its pages.
- 10.4 Posting material that infringes the intellectual property rights of third parties.
- 10.5 Posting any information which is obscene and/or defamatory.
- 10.6 Posting information that contains viruses or programs that may destabilize the operation of our sites.

11 Viruses, hacking and other offences

- 11.1 You must not misuse our 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 our site, the server on which our site is stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack.
- 11.2 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 our sites will cease immediately.
- 11.3 We will not 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 our sites or to your downloading of any material posted on it, or on any website linked to it.

12 Subscription to our sites

- 12.1 A legally binding contract between Transport Exchange Group Limited and any subscriber to our sites shall only arise when:-
- 12.1.1 the subscriber has provided such information as Transport Exchange Group Limited may reasonably require to complete the registration and validation process;
 - 12.1.2 the subscriber has selected which subscription package it requires;
 - 12.1.3 Transport Exchange Group Limited has received an advance payment from the subscriber for the minimum subscription period applicable at that time (or such other period as Transport Exchange Group Limited may agree), or has agreed in writing to provide services in advance of receiving payment;
 - 12.1.4 Transport Exchange Group Limited will not disclose to any third party such personal information without the prior written consent of the subscriber except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such personal information is relevant.
- 12.2 Transport Exchange Group Limited may use such information interpreted from Cookies in order to preserve the integrity of the subscriber's password and username and may also use the Cookies for statistical analysis
- 12.3 Any refund of pre-paid subscription fees before the expiration of the minimum subscription period selected by the subscriber are at the sole discretion of Transport Exchange Group Limited; in the event that Transport Exchange Group Limited agrees to a refund either in whole or part, this will apply to the whole months unused only and a cancellation fee will apply which will be deducted from the refund cheque to cover the administration, set-up and support costs incurred by Transport Exchange Group Limited.

13 Validation of a subscriber

- 13.1 In order to complete its subscription to our sites, the subscriber must be validated by Transport Exchange Group Limited. If you have not completed or failed this validation process, you shall not be subscribed to our sites.
- 13.2 To enable Transport Exchange Group Limited to undertake the validation you must supply the following (which is not exhaustive):
- 13.2.1 copies of insurance details including but not limited to all vehicle insurance policies, Goods in Transit policies, public liability and employer's liability policies, professional indemnity policies, and such other policies as Transport Exchange Group Limited may from time to time request.
 - 13.2.2 a copy of all relevant licenses including but not limited to operating licences and ISO9002 registrations.
- 13.3 In the event that you fail to deliver any of these documents, or in the sole discretion of Transport Exchange Group Limited such documentation is deemed not be satisfactory, Transport Exchange Group Limited shall not allow you to complete registration to the our sites.

14 Renewal of subscription

- 14.1 When a subscription period expires, Transport Exchange Group Limited will invite subscribers to renew their subscription to our sites.
- 14.2 A new legally binding contract between Transport Exchange Group Limited and a subscriber shall only arise when:-
- 14.2.1 the subscriber has selected which subscription package it requires;
 - 14.2.2 Transport Exchange Group Limited has received a further advance payment for the subscriber for a further minimum subscription period applicable at that time (or such other period as Transport Exchange Group Limited may agree);
 - 14.2.3 the subscriber has provided details of any changes, renewals or additions to any documents referred to in clause 6 or has confirmed that the details it provided upon its initial subscription still subsist and are up to date.
- 14.3 In the event that the subscriber does not renew its subscription Transport Exchange Group Limited may treat the original contract as terminated and pursue all its legal remedies as set out in clause 20 and Transport Exchange Group Limited may in its sole discretion remove the subscriber's Transport Exchange Group Limited Accreditation and Star Rating.

15 Accreditation

- 15.1 Depending upon which subscription package a subscriber selects, the subscriber may be awarded a Transport Exchange Group Limited Accreditation and Star Rating.
- 15.2 This Accreditation and Star Rating shall be displayed on our sites together with such details relating to the subscriber as Transport Exchange Group Limited may reasonably require.
- 15.3 The subscriber shall grant Transport Exchange Group Limited a licence to display such personal information on our sites and use any intellectual property rights connected with such information.
- 15.4 The subscriber shall use best endeavours to ensure that all the data displayed in relation to Accreditations and Star Rating is accurate, correct and up to date and shall indemnify Transport Exchange Group Limited for any losses incurred by Transport Exchange Group Limited or a third party in relation to any error, omission or inaccuracy.

16 Availability of our sites

- 16.1 Transport Exchange Group Limited shall use its reasonable endeavours to ensure continuous accessibility of our sites and associated services but does not accept any liability arising from any errors omissions interruptions or delays or any ongoing obligation to operate our sites and associated services howsoever caused.
- 16.2 Transport Exchange Group Limited in its absolute discretion may vary the specification of our sites and associated services at any time without notice.

17 Linking to our sites

- 17.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

- 17.2 You must not establish a link from any website that is not owned by you.
- 17.3 Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy at <http://www.complianceregistry.com/acceptable-usage-policy>.
- 17.4 If you wish to make any use of material on our sites other than that set out above, please address your request to the postal address to be found on our websites.

18 Links from our sites

- 18.1 Where our sites contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no 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.

19 Indemnity

- 19.1 You agree to indemnify and hold Transport Exchange Group Limited and its subsidiaries, affiliates, employees, officers, agents or partners harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits), goodwill or business opportunities arising from any third party claim in relation to any content that you upload, post or e-mail on or through our sites, or your use of our sites, or your breach of the provisions of these Terms.

20 Termination

- 20.1 Transport Exchange Group Limited reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to issuing a warning, temporary suspension of the subscribers password, indefinite suspension, and immediate termination of registration and/or any other service provided to you by Transport Exchange Group Limited, upon any breach of these Terms or if Transport Exchange Group Limited is unable to verify or authenticate any information submitted by a you to our sites in connection with registration or otherwise.

21 Jurisdiction and applicable law

- 21.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our sites 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 are governed by English law.

22 Variations

- 22.1 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 our sites.

23 Your concerns

- 23.1 If you have any concerns about material which appears on our sites, please contact us on the postal address which appears on our websites.

Thank you for visiting our web sites.

June 2008