

NCC Group's Terms of Use for the MVSS Portal

The use of NCC Group's ("**NCC Group**") secure online platform known as '**MVSS Portal**' is subject to the following terms and conditions (where applicable) which you should read carefully prior to using the MVSS Portal.

1. USE OF THE PORTAL

- 1.1 The MVSS Portal is for use by clients of NCC Group to whom MVSS service has been provided ("**Clients**"). NCC Group reserves the right to refuse access to the MVSS Portal for any reason.
- 1.2 You warrant that the information you provide through the MVSS Portal is correct and accurate to the best of your knowledge.
- 1.5. You agree to promptly inform your account manager at NCC Group of any changes in your role or responsibilities which mean you are no longer authorised to use the MVSS Portal.

2. SECURITY

- 2.1 You must protect and keep secret your Security Details. You must not record your Security Details in any way which might lead to their discovery and/or use by any other person ("**Unauthorised Person**").
- 2.2 You must take reasonable precautions in order to prevent the unauthorised use of any device that is logged into the MVSS Portal for the whole time that the device is logged into the MVSS Portal.
- 2.3 If you suspect that an Unauthorised Person has gained access to and/or used your Security Details, you must inform NCC Group immediately.
- 2.4 You acknowledge that you are solely responsible for all actions in relation to the MVSS Portal of any Unauthorised Person who is logged into the MVSS Portal using your Security Details.
- 2.5 You agree:
 - 2.5.1 Not to reproduce, duplicate, copy or re-sell any part of the MVSS Portal in contravention of the provisions of our terms of website use and not perform any tests on the MVSS Portal to evaluate your performance without our permission;
 - 2.5.2 Not to access without authority, interfere with, damage or disrupt:
 - any part of the MVSS Portal;
 - any equipment or network on which the Portal is stored;
 - any equipment or network or software owned or used by any third party.
- 2.6 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use and

may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

2.7 We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

3. CONFIDENTIALITY

The confidentiality provisions of the Contract in place between NCC Group and you shall apply to the material contained on the MVSS Portal.

4. LIMITATION OF LIABILITY AND WARRANTIES

Please read the limitation of liability provisions carefully as they limit the liability of NCC Group in relation to your use of the MVSS Portal.

4.1 Nothing in these terms and conditions shall exclude or limit any liability that it is not permissible to exclude or limit. In particular, but without limitation, nothing in these terms and conditions shall limit NCC Group's liability for death or personal injury caused by its negligence or fraudulent misrepresentation.

4.2 Whilst NCC Group has taken reasonable steps to ensure the security and correct functioning of the MVSS Portal, no warranties or representations are given (either express or implied) that:

4.2.1 the MVSS Portal is secure or will function correctly; and

4.2.2 the MVSS Portal will be available at all times.

4.3 NCC Group shall not be liable for loss or damage suffered by you through the use of the MVSS Portal except to the extent that such loss or damage is directly caused by NCC Group's gross negligence or breach of contractual or statutory duty. In the event of a claim or claims against NCC Group by you for loss or damage, NCC Group shall only be liable in the aggregate amount of £50,000 for all claims. NCC Group shall not be liable for any indirect or consequential loss or damage (including, without limitation, loss of profit, loss of business or depletion of goodwill) in connection with the use of the MVSS Portal even if such loss or damage was reasonably foreseeable.

4.4 By using the MVSS Portal, you warrant that you are complying with all applicable laws and regulations which govern the:

4.4.1 use of online facilities; and

4.4.2 import, export or transmission of software and any other electronic data.

4.5 You agree to indemnify and hold harmless NCC Group from any losses, damages, fines, costs and expenses that NCC Group incurs as a result of your breach of any applicable laws or regulations referred to in clause 4.4.

5. CHANGES TO THE MVSS PORTAL AND THESE TERMS AND CONDITIONS

- 5.1 The functions and availability of the MVSS Portal are subject to change, suspension (for any reason including, without limitation, maintenance and/or upgrades) and termination by NCC Group without notification.
- 5.2 These terms and conditions are subject to change by NCC Group without notification. Your use of this MVSS Portal indicates that you agree to be bound by the terms and conditions of the use of the MVSS Portal at the time of each use of the MVSS Portal. You should therefore ensure that you read the terms and conditions on this page prior to each use of the MVSS Portal.

6. INTERNET SAFETY AND SECURITY

In order to maintain the security of its systems, protect its staff and detect fraud and other crimes, NCC Group reserves the right to monitor the use of the MVSS Portal without notifying the user. Monitoring includes (without limitation) checking for viruses and other malignant code, criminal activity, the deposit of illegal, seditious, pornographic, racist or other undesirable information or content which is unauthorised or which NCC Group considers as being in breach of generally accepted and reasonable information security policies.

7. ENFORCEABILITY

In the event that any provision of these terms and conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions. The unenforceable term will be treated as being replaced by an enforceable provision that is the closest to the intended purpose of the unenforceable provision.

8. GOVERNING LAW

These terms and conditions are governed by English law and any disputes regarding the use of the MVSS Portal or these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.