



## Website Terms & Conditions

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 [www.vphase.com](http://www.vphase.com) ("our site"). 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.

### 1. Information about us

1.1 [www.vphase.com](http://www.vphase.com) is a site operated by Energetix Voltage Control Limited trading as VPhase ("We"). We are registered in England and Wales under company number 5244769 and have our registered office at Steam Packet House, 76 Cross Street, Manchester M2 4JU. Our main trading address is Capenhurst Technology Park, Capenhurst, Chester CH1 6EH. Our VAT number is 806 633239.

1.2 We are a limited company.

1.3 We are a wholly owned subsidiary of VPhase plc.

### 2. Accessing our site

2.1 You are provided access to our site in accordance with these terms and any orders placed by you must be placed strictly in accordance with these terms. 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. From time to time, we may restrict access to some parts of our site, or our entire site, to users. Registration You warrant that:

1. the personal information which you are required to provide when you become a customer is true, accurate, correct and complete in all respects; and
2. you will notify us immediately of any changes to the personal information by contacting [info@vphase.com](mailto:info@vphase.com) by email, or calling us on 0845 0038235 between 9 am to 5pm.

2.2 You agree not to impersonate any other person or to use a false name or a name that you are not authorised to use.

2.3 You agree to fully indemnify, defend and hold us or our officers, directors, employees, agents and suppliers harmless immediately on demand from and against all claims, liability, damages, losses, costs and expenses including reasonable legal fees arising out of any breach of the conditions by you or any other liability arising out of your use of our site or the use by any other person accessing our site using your account and/or your personal information.

### 3. Our Rights

We reserve the right to;

1. modify or withdraw, temporarily or permanently our website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of our site; and/or
2. change the conditions from time to time and your continued use of our site (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the conditions have been changed. If you do not agree to any change in the conditions you must immediately stop using our site.

### 4. Intellectual property rights

4.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material pub-

lished on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 4.2 You may print off one copy, 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.
- 4.3 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 our site must always be acknowledged.
- 4.4 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. 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.

## 5. Our liability

5.1 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:

1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
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:
  - a. loss of income or revenue;
  - b. loss of business;
  - c. loss of profits or contracts;
  - d. loss of anticipated savings;
  - e. loss of data; loss of goodwill;
  - f. wasted management or office time;
3. 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.

5.2 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. Privacy

6.1 We are committed to protecting and respecting your privacy. We will treat all your personal information as confidential (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable UK Data Protection and Consumer legislation from time to time in place. When you purchase goods on our site, we will ask you to input and will collect personal information from you such as your name, email address, billing address, delivery address, telephone number, and product selection.

6.2 We confirm that any personal information which you provide to us (or which is available on public registers) is held in accordance with applicable UK Data Protection and Consumer legislation from time to time in place. We use your information only for the following purposes:

3. Processing your orders and to carry out our obligations arising from any contracts entered into between you and us;
4. To improve the website and its services to you;

5. To administer this website;
6. To notify you of products from our group companies that we believe may be of interest to you, unless you tell us otherwise.

6.3 You agree that you do not object to us contacting you for any of the above purposes whether by telephone, email or in writing and you confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Privacy and Electronic Communications (EC Directive) Regulations 2003.

6.4 If you do not wish us to notify you of group products that we believe may be of interest to you, please contact us at [info@vphase.com](mailto:info@vphase.com)

OR

in writing to Energetix Voltage Control Limited T/A VPhase, Capenhurst Technology Park, Capenhurst, Chester, CH1 6EH.

## **7. Where we store your personal data**

7.1 All information you provide to us is stored on our secure servers. We follow reasonable technical and management practices to help protect the confidentiality, security and integrity of data stored on our system. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

7.2 We may also use your data to provide you with information about our goods and services which may be of interest to you and we may contact you about these by email, post or telephone.

7.3 If you are a new customer, we will contact you by electronic means only if you have consented to this.

## **8. Disclosure of your information**

8.1 We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the Companies Act 1985.

8.2 We may disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

If Energetix Voltage Control Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Energetix Voltage Control Limited and its other group companies, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

But otherwise we will not disclose your information to any third party for any other purpose.

## **9. Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes but we will not disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by contacting us at [info@vphase.com](mailto:info@vphase.com) OR in writing to Energetix Voltage Control Limited T/A VPhase, Capenhurst Technology Park, Capenhurst, Chester, CH1 6EH. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy poli-

cies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## **10. Access to information**

The Data Protection Act 1998 ("the Act") gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## **11. Changes to our privacy policy**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Transactions concluded through our site Contracts for the supply of Products formed through our site or as a result of visits made by you are governed by our terms and conditions of supply. Terms and conditions of supply.

## **12. Viruses, hacking and other offences**

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 site. You must not attack our 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 our site will cease immediately. 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 site or to your downloading of any material posted on it, or on any website linked to it.

## **13. Links from our site**

Where our site 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.

## **14. Jurisdiction and applicable law**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our 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.

## **15. 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 our site.

## **16. Your concerns**

If you have any concerns about material which appears on our site, please contact Energetix Voltage Control Limited T/A VPhase, Capenhurst Technology Park, Capenhurst, Chester, CH1 6EH or by email to [info@vphase.com](mailto:info@vphase.com). Thank you for visiting our site.