



# Website terms of use.

SEPTEMBER 2024

Welcome to our website. This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

Our website is not intended for any children under the age of 13.

## 1. Agreement

This Term of Use agreement (the "**Agreement**") specifies the terms and conditions for access to and use of [www.elimini.com](http://www.elimini.com) (our "**Site**") and describe the terms and conditions applicable to your access of and use of our Site. Our Site is operated by Elimini, Inc. ("**we**", "**us**", "**our**"). We are incorporated in Delaware under file number 7216170 and our principle office is located at 757 N. Eldridge Parkway, Suite 800G, Houston, Texas 77079, USA.

Elimini, Inc. is a subsidiary of Drax Group plc and further details, including details of all policies, statements and notices issued by the Drax Group, can be found at [www.drax.com](http://www.drax.com).

## 2. Privacy

- 2.1 When using our Site, you shall be subject to any posted policies, guidelines or rules applicable to use of our Site and any service provided by our Site, including, but not limited to, our Privacy Policy at [www.elimini.com/compliance-and-privacy](http://www.elimini.com/compliance-and-privacy). All such policies, guidelines and rules are hereby incorporated by reference into these Terms of Use.
- 2.2 We reserve the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.
- 2.3 Use of certain sections of our Site may require registration. We are not obliged to permit anyone to register with our Site and we may refuse, terminate or suspend registration to anyone at any time. You are responsible for making sure that your password and any other account details are kept secure and confidential, and if we have reason to believe there is likely to be a breach of security or misuse of our Site through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

## 3. Intellectual Property

- 3.1 All content published on our Site, including but not limited to all trade marks, design, text, sound recordings, and images, is owned or licensed by us and is protected under applicable copyright, patent, trademark, and other proprietary rights. You are not permitted to use, copy, redistribute or publish such content or any part of our Site without our approval, other than as set out in in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of our Site. Notwithstanding the above, you may print or

download extracts of our Site for your personal use and you may draw the attention of others within your organisation to content on our Site, but you must not modify the content or digital copies of any content in any way.

3.2 Our Site is for your personal and non-commercial use, unless otherwise specified. You may not use any service provided by our Site for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Elimini, Inc.. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to our Site.

3.3 **Copyrights and Copyright Agent.** If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

3.3.1 An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

3.3.2 A description of the copyrighted work that you claim has been infringed;

3.3.3 A description of where the material that you claim is infringing is located on our Site;

3.3.4 Your address, telephone number, and e-mail address;

3.3.5 A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

3.3.6 A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

3.3.7 Our Copyright Agent for Notice of claims of copyright infringement on our Site can be reached by contacting General Counsel as follows:

a) By Mail: 757 N. Eldridge Parkway, Suite 800G, Houston, Texas 77079

b) By Phone: 205-517-8360

c) By E-mail: [legal.notices@elimini.com](mailto:legal.notices@elimini.com)

3.4 If you are a journalist, reporter, broadcast producer or blogger you may use, for news-related editorial, but not for commercial purposes, any content within the relevant section of our Site identified specifically for the media (if and to the extent available on our Site), including press releases and visual assets including photography, graphics, animation and B-Roll film found within the 'Media Library' or equivalently named section of the media page. Any modifications to such content before publication by you must be authorised in advance by contacting the applicable representative of Elimini, Inc. through the contact section within the media page.

## 4. Compliance with Laws

You must abide by all Federal, State and local laws. If you are outside the United States you must comply with all local laws with respect to your online conduct, as well as the export of data to the United States or to your country or residence.

## 5. Indemnification

You agree to indemnify and hold Elimini, Inc., its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "**Indemnified Parties**") harmless from any breach of this Agreement by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of any content or information or service accessed from our Site and/or relating to or arising out of your linking to our Site.

## 6. Disclaimer

**THE USE OF OUR SITE IS AT YOUR SOLE RISK. THE WEBSITE AND ANY INFORMATION OR SERVICE PROVIDED THROUGH OUR SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. ELIMINI, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ELIMINI, INC. MAKES NO WARRANTY THAT: (1) OUR WEBSITE WILL MEET YOUR REQUIREMENTS, (2) OUR WEBSITE, AND ANY INFORMATION OR SERVICE PROVIDED BY OUR SITE, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE WEBSITE, AND ANY INFORMATION OR SERVICE PROVIDED BY OUR SITE, WILL BE ACCURATE OR RELIABLE; IT IS YOUR RESPONSIBILITY TO VERIFY ANY INFORMATION BEFORE RELYING ON IT (4) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH YOUR USE OF OUR SITE WILL MEET YOUR EXPECTATIONS, (5) THAT ANY ERRORS IN ANY SOFTWARE UTILIZED BY OUR SITE WILL BE CORRECTED (6) THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (7) USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH US OR OUR SITE SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF OUR SITE, ANY SERVICE, OR ITS CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF OUR SITE SHALL BE TO DISCONTINUE USING**

**OUR SITE. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU.**

## 7. Limitation of Liability

**ELIMINI, INC., ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOSS OF DATA, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF ELIMINI, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE OR ELIMINI, INC. WAS NEGLIGENT OR GROSSLY NEGLIGENT. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF ELIMINI, INC. AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED \$100. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW EXCULPATORY CLAUSES FOR GROSS NEGLIGENCE, THIS LIMITATION MAY NOT APPLY TO YOU.**

This provision does not apply to any liability for death or personal injury caused by our negligence, or the negligence of our subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers or directors, liability arising from fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.

## 8. Links

8.1 We grant you a non-exclusive, limited, revocable right to provide a hypertext reference link to the initial, top-level display (i.e., homepage) of our Site (a "**Link**"), provided that you are obligated at all times to comply with any and all instructions provided to you by us with respect to the rights granted hereunder, which may be updated from time to time. It shall be your responsibility to ensure compliance therewith, including making yourself aware of any changes that may be posted. Without limitation on the foregoing, you may not: (i) reproduce our Site or any part of its contents; (ii) in any way suggest that we are endorsing any products or services other than our own; (iii) misrepresent the relationship between us or present any other false information about us; (iv) use any of our (and/or our affiliates') trademarks, tradenames, and/or other marks or logos without our prior written permission in each instance; (v) display or use a Link in a manner that would incorporate website content into a third-party website or piece of advertising not our own; (vi) engage in any deep-linking activities; (vii) alter, block, or otherwise prevent display of any content of our Site; or (viii) hyperlink to any website or other document, image, or information of any kind which we would consider to be indecent, immoral, malicious, illegal, violative of any third-party right (including any intellectual property, personal, or confidentiality right) or applicable law, harassing, obscene, prejudice, or otherwise offensive in any way and/or denigrating to our Site, company, brand, goods, and/or services.

- 8.2 At all times, we have the right to approve any Link(s) that you place on our Site. If for any reason at all we ask you to remove any Link(s), you shall do so immediately. Examples of actions which will prompt us to exercise this right include, without limitation, those set forth in paragraph 8.1, above.
- 8.3 Links from our Site to any external websites are provided for convenience only, and do not imply our affiliation or endorsement. We are not responsible for the content of external websites.

## 9. Prohibited Use

Our Site may only be used for lawful purposes and in accordance with these Terms of Use. Additionally, you are prohibited from using our Site:

- To threaten, bypass, or destroy any security mechanism used with or incorporated in our Site;
- To modify, sub-license, adapt, translate, reverse engineer, sell, disassemble, or decompile any portion of the Site's functionality;
- To transmit any content, data, or material that infringes the intellectual property rights or other personal rights (including privacy) of any third parties;
- To transmit any content, data, or material that contains viruses, spyware, spiders, robots, worms, Trojan horses, logic bombs, or any other type of malicious or deleterious programs; or
- To access without authority, interfere with, damage or disrupt any part of our Site or any equipment, network or software used in the provision of our Site.

## 10. Social Media Facilities

- 10.1 We offer our social media pages as facilities for your convenience and are we not responsible for any financial or other liability associated directly or indirectly with a public or private posting made using them.
- 10.2 You acknowledge that any information that you post using our social media facilities may be viewable by any person and by posting using our social media facilities you undertake:
- 10.2.1 to accept full responsibility for the contents of any postings you make using the facilities;
  - 10.2.2 to use the facilities only for lawful purposes;
  - 10.2.3 not to post any material which is inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful or otherwise inappropriate or which will constitute a criminal offence or give rise to civil liability or which may cause offence in relation to sexual orientation, age, marital status, disability or working status;
  - 10.2.4 not to harass or upset third parties through your use of the facilities;
  - 10.2.5 not to include in any posting any material which refers to a third party or is protected by confidentiality, copyright, trade mark or other propriety right without the express permission of the third party owner;
  - 10.2.6 not to send personal information about any third party using the facilities;

- 10.2.7 not to insert into any posting any material which contains viruses, files or programs that are designed to disrupt, damage or limit the functioning of any software or hardware equipment;
  - 10.2.8 not to use the facilities for any commercial purpose or to send advertisements, chain letters, surveys, pyramid schemes or requests for money; and
  - 10.2.9 not to use the facilities in order to obtain unauthorised access to data or other information belonging to us or any third party.
- 10.3 You acknowledge and agree that we may at our discretion remove any postings from the facilities, that we may (but are not obliged to) monitor the contents of postings sent using the facilities and that we do not accept any liability arising from your use of, or the content of any postings in your use of, the facilities.
- 10.4 You are responsible for all information posted using the facilities which arises from use of your account for the relevant social media facility, whether or not such use is authorised by you.
- 10.5 You warrant that any content that you post using the facilities will comply with these Terms of Use and that you will be liable to us for, and shall indemnify us against, any loss or damage that we suffer or incur as a result of any breach by you of such warranty.
- 10.6 You acknowledge and agree that any content that you post using our social media facilities will be considered non-confidential and non-proprietary, and that we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
- 10.7 You acknowledge that we will cooperate with any person, law enforcement authority or court order requesting or directing us to disclose the identity of anyone posting or sending material using the facilities in breach of these Terms of Use, any law (whether civil or criminal) or the legal rights of any party (including but not limited to intellectual property rights and rights to privacy).
- 10.8 We shall not be responsible, or liable to you for, the content or accuracy of any content posted by any other user of the facilities. The views expressed on our social media facilities by other users do not represent our views or values.

For the avoidance of doubt all of the other provisions of these Terms of Use, and any other terms of the operators of the relevant social media websites, shall also apply to your use of our social media facilities except where the context otherwise requires.

## 11. Applicable Law

If there is any dispute about or involving our Site or this Agreement, you agree that any dispute shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of Harris County, Texas.

**YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, ANY SERVICE PROVIDED BY THE SITE, OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.**

## 12. Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

## 13. Waiver

The failure of Elimini, Inc. to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Elimini, Inc. must be in writing and signed by an authorized representative of Elimini, Inc..

## 14. Termination

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site or any service provided by our Site (or any part thereof) with or without notice. You agree that Elimini, Inc. will not be liable to you or any third party for any modification, suspension or discontinuance of our Site or any service.

## 15. Relationship of the Parties

Nothing contained in this Agreement or your use of our Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

## 16. Entire Agreement

These Terms of Use constitute the entire agreement between you and Elimini, Inc. and governs the terms and conditions of your use of our Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Elimini, Inc. with respect to our Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use our Site. We may revise this Terms of Use at any time by updating this Agreement and posting it on our Site. Accordingly, you should visit our Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of our Site after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.