

## **TERMS AND CONDITIONS OF USE OF THE GTC NETHelp WEBSITE**

This page (together with the documents referred to on it) sets out the Terms and Conditions on which you may make use of this NetHelp website (the "**Website**"). Please read these Terms and Conditions carefully before you start to use the Website.

By using the Website and accessing its content, you accept these Terms and Conditions and agree to abide by them. If you do not agree to these Terms and Conditions, please refrain from using the Website.

The purpose of the Website is to enable the customers of GTC Pipelines Limited ("**GPL**") and/or The Electricity Network Company Limited ("**ENC**") to submit a request for, and for GTC Infrastructure Limited ("**GTC**") (if it chooses to do so and on behalf of GPL and/or ENC) to provide its customers with, an online quotation for the adoption by GTC of works carried out by its customers which are to be used for the conveyance of gas and/or electricity (an "**Online Quotation**"). Any Online Quotation issued by GTC through the Website shall be deemed to be a "Quotation" for the purposes of the relevant Asset Adoption Agreement between GPL and/or ENC and the customer.

### **1. INFORMATION ABOUT US**

The Website is owned and operated by GTC on behalf of GPL and ENC.

GTC is registered in Guernsey under company number 29431 whose registered office is Martello Court, Admiral Park, St Peter Port, Guernsey, Channel Islands GY1 3HB. GTC's main trading address is Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk, IP30 9UP.

GPL is registered in England and Wales under company number 3104203 whose registered office and business address is Synergy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk, IP30 9UP.

ENC is registered in England and Wales under company number 5581824 whose registered office and business address is Synergy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk, IP30 9UP.

GPL and ENC's VAT number is 688 8971 40.

Any enquiries relating to the use of the Website or these Terms and Conditions should be sent to [uips@gtc-uk.co.uk](mailto:uips@gtc-uk.co.uk).

### **2. ACCESSING THE WEBSITE**

You may only use the Website if you (a) are the authorised personnel of a customer of GPL and/or ENC which is party to a subsisting Asset Adoption Agreement with GPL and/or ENC, (b) are entitled to access (and are accessing) the Website on that customer's behalf, (c) have registered to use the Website and (d) have been provided with a Website username and password by GTC.

Passwords must be kept secret and confidential, must be changed at regular intervals and must not be disclosed to any third party or shared between individuals. GTC has the right to disable any username or password, whether chosen by you or allocated by GTC, at any time, if in GTC's opinion you have failed to comply with any of the provisions of these Terms and Conditions.

You acknowledge and agree that you will be responsible for each and every access to or use of the Website that occurs in conjunction with your username and password and through your internet connection, and that GTC is authorised to accept your username and password as conclusive evidence that you have accessed or utilised the Website.

### **3. AUTHORITY TO ACCEPT ONLINE QUOTATIONS**

Online Quotations will be deemed to be "Quotations" for the purposes of (and as defined in) the relevant Asset Adoption Agreement between GPL and/or ENC and the customer. The submission and acceptance or otherwise of Online Quotations and any and all consequences thereof will accordingly be governed by the terms and conditions of the relevant Asset Adoption Agreement.

By using the Website, you warrant that (a) you are the authorised personnel of a customer of GPL and/or ENC which is party to a subsisting Asset Adoption Agreement with GPL and/or ENC and (b) you are fully authorised by the customer to submit a request for an Online Quotation and to formally accept an Online Quotation on the customer's behalf.

### **4. RULES OF CONDUCT**

You agree that you shall not use the Website for any purpose that is unlawful or fraudulent, and will respect all applicable laws and regulations. You agree not to use the Website in any way that may impair the performance, corrupt the content or otherwise reduce the overall functionality or accessibility of the Website. You also agree not to compromise the security of the Website or attempt to gain unauthorised access to secured areas, computer systems or networks associated with the Website, any other user accounts or sensitive information. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

You agree to be fully responsible for, and to indemnify and hold GTC, GPL and/or ENC and its affiliates harmless from and against, any and all claims, expense, liability, losses and costs (including legal fees) incurred by GTC, GPL and/or ENC in connection with any breach by you (or anyone acting on your behalf or under your username) of these Terms and Conditions.

You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, products or services appearing on the Website.

You also agree not to use the Website in any manner which infringes the rights of, or could interfere with the use and enjoyment of the Website by, any third party. Such restriction includes, but is not limited to, conduct which is defamatory or which may harass, cause distress or cause inconvenience to any person and the transmission of any content which is obscene, illegal, indecent or offensive or in breach of copyright, trade mark, confidence, privacy or any other right or which consists of or contains software viruses, mass mailings or any "spam" to cause annoyance or inconvenience or which interrupts the normal flow of dialogue within the Website.

## **5. MODIFICATION**

GTC reserves the right to change any part of these Terms and Conditions without notice by amending this page and your continued use of the Website will be deemed as acceptance of any such changes. GTC therefore advises you to regularly check these Terms and Conditions.

GTC has complete discretion to modify or remove any part of the Website without warning or liability arising from such action.

## **6. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE**

GTC processes information about you in accordance with the Website Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## **7. LIMITATION OF LIABILITY**

Any liability in relation to an Online Quotation and any and all consequences of its acceptance or otherwise shall be governed by the terms and conditions of the relevant Asset Adoption Agreement.

GTC, GPL or ENC will under no circumstance be liable for any (a) loss of business, revenue, profits, or data (whether direct or indirect) or (b) any indirect, special, or consequential damages in each case in relation to your use of the Website.

## **8. INTELLECTUAL PROPERTY RIGHTS**

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All intellectual property rights of GTC, GPL, ENC, their affiliates or licensors such as trademarks, trade names, patents, registered designs and any other intellectual property rights derived from the aesthetics or functionality of the Website remain the property of GTC, GPL, ENC, their affiliates or licensors. By using the Website you agree to respect the intellectual property rights of GTC, GPL, ENC, their affiliates and licensors and will refrain from copying, downloading, transmitting, publishing, reproducing, printing, or in any way exploiting any material contained within the Website for purposes not directly associated with the obtaining by you of an Online Quotation.

## **9. DATA POSTING AND CONFIDENTIALITY**

Any information or data you transmit or post on the Website will be treated as confidential and shall belong to GPL and/or ENC.

Any Online Quotations and other information obtained by you through the Website are confidential and, for the avoidance of doubt, the confidentiality provisions of the relevant Asset Adoption Agreement with GPL and/or ENC shall apply to any such information.

## **10. DISCLAIMERS**

GTC does not guarantee uninterrupted availability of the Website and cannot provide any representation that using the Website will be error free.

Access to the Website is permitted on a temporary basis, and GTC reserves the right to withdraw or amend the service provided on the Website without notice. GTC will not be liable if for any reason the Website is unavailable at any time or for any period.

## **11. THIRD PARTY SITES / LINKS**

The Website may contain hyperlinks to websites operated by other parties. GTC is not responsible for the availability or content of any third party websites or material you may access through any such hyperlinks. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements.

GTC, GPL or ENC do not endorse and are not responsible or liable for any content, advertising, products, services or information on or available from third party websites or material (including payment for and delivery of such products or services). GTC, GPL or ENC are not responsible for any damage, loss or offence caused by or, in connection with, any content, advertising, products, services or information available on such websites or material. Any terms, conditions, warranties or representations associated with such dealings, are solely between you and the relevant provider of the service.

You may not link to the Website or any part of it, frame or use framing techniques to enclose any trade mark, logo or other proprietary information (including images, text, page layout or form) without GTC's express written consent. You may not use any meta tags or any other "hidden text" utilising the names or trademarks of GTC, GPL or ENC without GTC's express written consent.

GTC disclaims all liability for any legal or other consequences (including for infringement of third party rights) of links made to this Website. Links do not imply that GTC endorses, is affiliated or associated with any linked site, or is legally authorised to use any trade mark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorised to use any trade mark, trade name, logo or copyright symbol of GTC or any of its affiliates or Partners.

## **12. NOTICES**

Notwithstanding the use of the Website for the generation of Online Quotations, any other notices required to be given under an Asset Adoption Agreement between GPL and/or ENC and the customer shall be governed by the terms and conditions of the relevant Asset Adoption Agreement and will therefore not be valid if made through the Website.

## **13. SEVERANCE**

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining terms and conditions shall survive and continue to be binding and enforceable.

## **14. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions will be governed by the laws of England and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of the English and Welsh courts without reference to rules governing choice of laws.