

## Moata Community Terms of Use

Please read the terms of use carefully before using this site.

If you do not accept these terms of use or do not wish to be bound by them, cease access and use of this site immediately. Mott MacDonald will only permit you to access and use the Moata Community upon acceptance of these terms of use.

### 1.1 What's in these terms?

These terms tell you the rules for using the Moata Community - <https://support.moata.com/hc/en-gb/community/topics> (the "site" or the "Moata Community").

### 1.2 Who we are and how to contact us

1.2.1 The site is operated by Mott MacDonald Limited ("We" and "Mott MacDonald"). We are registered in England and Wales under company number 01243967 and have our registered office at 10 Fleet Place, London EC4M 7RB, United Kingdom.

1.2.2 To contact us, please complete the online form available here: <https://support.moata.com/hc/en-gb/requests/new>

### 1.3 By using our site you accept these terms

1.3.1 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

1.3.2 If you do not agree to these terms, you must not use our site.

1.3.3 We recommend that you print a copy of these terms for future reference.

### 1.4 There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- i) Our privacy policy; and
- ii) Our cookie policy, which sets out information about the cookies on our site.

### 1.5 We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### 1.6 We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

### 1.7 We may suspend or withdraw our site

1.7.1 Our site is made available free of charge.

1.7.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site, including, but not limited to, information, materials, posts, comments and content on the site (the "Content"), for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

1.7.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### 1.8 We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### 1.9 You must keep your account details safe

1.9.1 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. You must not disclose it to any third party.

1.9.2 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

reasonable opinion you have failed to comply with any of the provisions of these terms of use.

1.9.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the online form available here: <https://support.moata.com/hc/en-gb/requests/new>

### 1.10 How you may use material on our site

1.10.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

1.10.2 You may download, view, copy, and print extracts of any page(s) from our site solely for your own internal purposes, or for your own non-commercial external purposes and you may draw the attention of others within your organisation to Content posted on our site.

1.10.3 You must not use any part of the Content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. The grant of this commercial use licence is conditional upon you having in place a licence agreement with your third parties, the terms of which protect the intellectual property rights of Mott MacDonald and its licensor(s). You shall maintain accurate records of any such commercial use licences, which Mott MacDonald may audit upon reasonable written notice to you.

1.10.4 Mott MacDonald reserves the right to determine if your use of the site is commercial or non-commercial, and whether such use requires a separate licence and fee.

1.10.5 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.

1.10.6 Our status (and that of any identified contributors) as the authors of the Content on our site must always be acknowledged (except where the Content is user-generated).

1.10.7 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.

### 1.11 User Generated Content

1.11.1 The Content found on the site comes from a variety of sources, primarily from Moata Community users. Mott MacDonald disclaims any representations or warranties as to the accuracy, completeness, or truth of any material submitted or found on the site.

1.11.2 Mott MacDonald is not liable for any errors or delays in the Content or transmission of postings on the site. You are responsible for your own decisions to act upon the information provided by other Moata Community users.

### 1.12 No text or data mining, or web scraping

1.12.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site. This includes using (or permitting, authorising or attempting the use of):

i) Any "robot", "bot", "spider", "scrapers" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same; or

ii) Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

1.12.2 The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

1.12.3 This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

#### **1.13 Do not rely on information on this site**

1.13.1 The Content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our site.

1.13.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the Content on our site is accurate, complete or up to date.

#### **1.14 We are not responsible for websites we link to**

1.14.1 Where our site contains links to other sites and resources provided by other Moata Community users, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

1.14.2 We have no control over the contents of those sites or resources and are not liable for any website links posted on the site.

#### **1.15 User-generated Content is not approved by us**

The Moata Community may include Content uploaded by other users of the site. This Content has not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

#### **1.16 How to complain about Content uploaded by other users**

If you wish to complain about Content uploaded by other users, please contact us using the online form available here: <https://support.moata.com/hc/en-gb/requests/new>

#### **1.17 Our responsibility for loss or damage suffered by you**

1.17.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

1.17.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any Moata Solutions (defined below in clause 1.20) to you, which will be set out in your Moata Software Agreement.

1.17.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any Content on it.

1.17.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- i) use of, or inability to use, our site; or
- ii) use of or reliance on any Content displayed on our site.

1.17.5 In particular, we will not be liable for:

- i) loss of profits, sales, business, or revenue;
- ii) business interruption;
- iii) loss of anticipated savings;
- iv) loss of business opportunity, goodwill or reputation; or
- v) any indirect or consequential loss or damage.

#### **1.18 How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy.

#### **1.19 Uploading Content to our site**

1.19.1 Whenever you make use of a feature that allows you to upload Content to our site, or to make contact with other users of our site, you must comply with the Content standards set out in Schedule 1 – Acceptable Use Policy (the “Content Standards”).

1.19.2 You warrant that any such contribution does comply with the Content Standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

1.19.3 Any Content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Content, but you are required to grant us and other users of our site

a limited licence to use, store and copy that Content and to distribute and make it available to third parties.

1.19.4 We also have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

1.19.5 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the Content Standards.

1.19.6 You are solely responsible for securing and backing up your Content.

#### **1.20 Rights you are giving us to use material you upload**

When you upload or post Content to our site, you grant us the following rights to use that Content:

i) a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated Content across different media for any purpose, including, but not limited to, promotion and marketing of the Mott MacDonald Community, MOATA - our digital solutions platform, which hosts solutions that use the power of data to solve infrastructure problems across the asset life cycle (“MOATA”), Moata Solutions - the solutions available on MOATA (the “Moata Solutions”) or Mott MacDonald; and

ii) a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable licence for other users to use the Content for their purposes.

#### **1.21 Feedback**

1.21.1 For the purposes of this clause 1.21, “Feedback” means any and all feedback or suggestions that you provide to Mott MacDonald regarding the Moata Community, MOATA, Moata Solutions or Mott MacDonald.

1.21.2 If you provide Mott MacDonald with any Feedback, Mott MacDonald are free to use the Feedback however it chooses. Mott MacDonald are not required to make any use of any Feedback and doing so is purely optional. If Mott MacDonald makes use of your Feedback, Mott MacDonald are not required to credit or compensate you (or your employer). You represent and warrant that you have sufficient rights in any Feedback that you provide to Mott MacDonald to grant Mott MacDonald and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary or personal rights.

1.21.3 We are not responsible for viruses and you must not introduce them

1.21.4 We do not guarantee that our site will be secure or free from bugs or viruses.

1.21.5 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

1.21.6 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

#### **1.22 Rules about linking to our site**

1.22.1 You may link to the site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

1.22.2 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.

1.22.3 You must not establish a link to our site in any website that is not owned by you.

1.22.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

1.22.5 We reserve the right to withdraw linking permission without notice.

1.22.6 The website in which you are linking must comply in all respects with the Content Standards.

1.22.7 If you wish to link to or make any use of Content on our site other than that set out above, please complete the online form available here: <https://support.moata.com/hc/en-gb/requests/new>

### 1.23 Export Control

1.23.1 You shall not export, directly or indirectly, any information or technical data acquired from the Moata Community in breach of any applicable laws or regulations ("Export Control Laws"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

1.23.2 You undertake:

- i) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- ii) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

### 1.24 Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### 1.25 Our trade marks are registered

1.25.1 "MOTT MACDONALD" (UK00801179864 and UK00002648503), "MOATA" (UK00003551428), the Moata figurative logos (UK00003496119 and UK00003496121) and other marks used on this site are trademarks or registered trademarks of Mott MacDonald Group Limited (together the "Trade Marks").

1.25.2 You are not permitted to use the Trade Marks without our approval.

### 1.26 Copyright infringement

Upon receipt of a notice of alleged copyright infringement that complies with applicable international intellectual property law (including the Copyright, Designs and Patents Act 1988), we reserve the right to immediately take-down allegedly infringing Content from the Moata Community and/or terminate the accounts of Moata Community users.

## Schedule 1 – Acceptable Use Policy

### 1.1 Prohibited uses

1.1.1 You may not use our site:

- i) in any way that breaches any applicable local, national or international law or regulation;
- ii) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- iii) to bully, insult, intimidate or humiliate any person;
- iv) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- v) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- vi) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

1.1.2 You also agree:

- i) not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Moata Community Terms of Use; and
- ii) not to access without authority, interfere with, damage or disrupt:
  - a) any part of our site;

b) any equipment or network on which our site is stored;

c) any software used in the provision of our site; or

d) any equipment or network or software owned or used by any third party.

### 1.2 Interactive services

1.2.1 We may from time to time provide interactive services on our site, including, without limitation:

- i) Chat rooms; and
- ii) Bulletin boards.

(the "interactive services")

1.2.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

1.2.3 We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

1.2.4 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

### 1.3 Content standards

1.3.1 These content standards apply to any and all contributions you make to our site, including, but not limited to, information, material, posts, comments or content ("Content"), and to any interactive services associated with it.

1.3.2 The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Content as well as to its whole.

1.3.3 Mott MacDonald will determine, in its discretion, whether Content breaches the Content Standards.

1.3.4 Content must:

- i) be accurate (where it states facts);
- ii) be genuinely held (where it states opinions); and
- iii) comply with the law applicable in England and Wales and in any country from which it is posted.

1.3.5 Content must not:

- i) be defamatory of any person;
- ii) be obscene, offensive, hateful or inflammatory;
- iii) bully, insult, intimidate or humiliate;
- iv) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- v) infringe any copyright, database right or trade mark of any other person;
- vi) be likely to deceive any person;
- vii) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- viii) promote any illegal content or activity;
- ix) be in contempt of court;
- x) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- xi) be likely to harass, upset, embarrass, alarm or annoy any other person;
- xii) impersonate any person or misrepresent your identity or affiliation with any person;
- xiii) give the impression that the Content emanates from Mott MacDonald, if this is not the case;
- xiv) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; or

xv) contain any advertising or promote any services or web links to other sites.

#### **1.4 Breach of this policy**

1.4.1 When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

1.4.2 Failure to comply with this acceptable use policy constitutes a material breach of the Moata Community Terms of Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- i) immediate, temporary or permanent withdrawal of your right to use our site;
- ii) immediate, temporary or permanent removal of any Content uploaded by you to our site;

iii) issue of a warning to you;

iv) 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;

v) further legal action against you; and

vi) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

1.4.3 We exclude our liability for all action we may take in response to breaches of the Moata Community Terms of Use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

.