

Terms and Conditions of Use

Version 1.0, Date of Issue: 14 September 2006

Go Systems UK Ltd.

Registered Address: Unit 2, 114 Maygrove Road, London NW6 2ED

1. Object of these Terms

Your access or use of the Go Procure Website or associated content, services, materials, information, databases or systems are subject to these Terms and Conditions of Use (hereafter referred to as the "Terms"), which may be revised by Go Procure occasionally.

You must agree to the Terms in full before you are permitted to use the Website or associated services. Use of the Website confirms that both you and the organisation you represent agree to be bound by the Terms. If you do not agree to the terms or require clarification you must inform Go Procure and discontinue your use of the Website immediately.

Additional terms are laid out in the Go Procure Privacy Policy and Auction Contract. You must accept the Privacy Policy in order to use this Website. If you wish to take part in an auction you must also enter into the Auction Contract. These documents are available on www.goprocare.com.

2. Terminology and Interpretation

Information, systems, and services available at www.goprocare.com (hereafter referred to as the "Website") are owned by and proprietary to Go Systems UK Ltd (hereafter referred to as "Go Procure").

The term "Client", hereafter refers specifically to the corporation, company or organisation using the Website. The Client is responsible for the actions of any individuals representing their organisation through the Website; such an individual will hereafter be referred to as a "User". The term "you" or "your" is used to refer collectively to the User and the Client they represent.

The Terms apply to all Clients and their associated Users of Go Procure. By accessing, browsing or using the Go Procure Website or associated services, you acknowledge you have read, understood, and agree to be legally bound by the Terms and to comply with all applicable laws and regulations linked to their use of the Website, including applicable export/import control laws and regulations.

3. The Agreement & Eligibility

Subject to the Terms, Go Procure grants you a non-exclusive, non-transferable and revocable license, to view, access and use the Website and its contents for non-commercial use. You may not transfer, sub-license or assign this license without Go Procure's prior written consent.

All Users who register with the Website must be over the age of 16 and must represent a single business or registered non-profit organisation (Client). Users must have the authority to bind that entity (Client) into the Terms of this agreement. Private individuals are not permitted to register or use the Website or associated services. Clients are ultimately responsible for the actions their associated Users perform on the Website; as such the Client should only allow trusted associates or employees to represent them as a User.

4. User Accounts and Business Name

A Client must register on the Website with a single business name unless multiple names are agreed in writing with Go Procure. The Client may then register multiple Users under this business name. All information regarding the Client and Users must be valid and accurate. Individual Users are responsible for all actions taken under their user account and must only use or utilise the Website with their own user account and password. Users must make every effort to keep their password safe and should not disclose it to any other person.

Clients/Users must not transfer or sell their Go Procure account to any other person. Clients/Users shall also not permit, either directly or indirectly, any other person to utilise their User account.

5. Restrictions on Use:

No part of this Website may be published, stored or transmitted in any form without prior written permission from Go Procure. You may download content displayed on this Website for non-commercial, personal use only and must retain all copyright and other proprietary notices contained in the content.

By using the Website and associated services, you agree not to knowingly:

- (a) Use any device, software or technique to interfere with or attempt to interfere with the proper working or designed intent of the Website.
- (b) Post or transmit to the Website any unlawful, fraudulent, harassing, libellous, or obscene information of any kind. This includes the posting of advertisements, and bidding in or hosting auctions relating to the procurement or sale of illegal or restricted goods or services. Such items are described but not limited to items detailed on www.goprocure.com.
- (c) Post or send to the Website any information that contains a virus, bug, or other harmful item.
- (d) Publish, perform, distribute, adapt, copy or reverse engineer content or proprietary ideas from the Website.
- (e) Post or transmit on or into the Website any information in violation of another party's copyright or intellectual property rights.
- (f) Take any action which imposes an unreasonable or disproportionately large load on Go Procure's infrastructure.
- (g) Redeliver any of the content using "framing", hyperlinks, or other technology without Go Procure's express written permission.
- (h) Use any device or technology to provide repeated automated attempts to access password-protected portions of the Website.

6. Go Procure Disclaimer of Liability:

Whilst every effort has been made to ensure that the information provided on all areas of the Website is accurate, it does not constitute any form of advice, recommendation, representation or endorsement by Go Procure. The information presented is believed to be reliable, but it is subject to change at any time without notice. Go Procure do not guarantee completeness or accuracy of any of the information, content or advertisements contained on, distributed through, downloaded or accessed from this Website. Go Procure do not guarantee the quality of any products information or other materials or services displayed, obtained or purchased by you as a result of your use of this Website and associated services. You hereby acknowledge that any reliance upon any information or materials shall be at your sole risk.

Go Procure reserves the right, at its sole discretion and without any obligation, to correct any error or omissions in any portion of this Website or associated services, systems, databases or materials. These changes may be made without prior notice and could include corrections to data and information provided by you. Go Procure may make improvements and/or changes in the products and/or the services described on the Website at any time, without notice.

By accessing the Website and associated services you agree that Go Procure will not be liable for any direct, indirect or consequential loss arising from the use of the services provided or information and material contained in the website. This includes any other material available via web links from this site.

Under no circumstances will Go Procure or any of our content providers be liable or responsible for any type of damages (including damages from loss of business, lost profits, litigation or the like) arising out of or in any way relating to the Website, its content or your Website use, even if advised of the possibility of such damages.

The Website services are provided "as is" and may not be available at all times. Go Procure cannot guarantee continuous, uninterrupted, error free or secure access to our services. Go Procure endeavors to ensure our systems are available, error free and secure, but in no event

will Go Procure be liable to you (or associated business parties) with respect to system availability, security or rectifying issues in information, services, systems, databases or materials.

To the extent permissible by law Go Procure excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.

You agree to indemnify and hold Go Procure, affiliates, officers, directors, agents, and employees, harmless from any claim or demand (including reasonable legal fees), made by any third party due to or arising out of your breach of these Terms (including the documents incorporated by reference), or your violation of any law or the rights of a third party.

7. Copyright & Ownership of content:

All content and systems on the Website are owned by Go Procure and are protected under applicable copyrights, patents, trademarks or other proprietary rights. The copying, adaptation, redistribution, or publication by you of any such content is prohibited. Under no circumstances shall you acquire any ownership rights or other interest in any content by or through your use of the Website. The Go Procure logo and other trade names, brand names and brand designs used on the Website are trademarks of Go Procure. Such marks are not to be copied, reproduced, published or in any way used without the written permission of Go Procure.

8. Use of Information

The User should not send Go Procure or post on the Website any confidential or proprietary information. Go Procure assumes all information to be non-confidential. To enable Go Procure to use information you provide, you grant us a non-exclusive, world-wide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) licence to exercise the copyright, trade mark, publicity, and database rights you have in Your Information, in any media now known or not currently known. You also waive all moral rights you have in your information to the fullest extent permitted by law.

In order to facilitate interaction among all Go Procure members, our services allow you limited access to the contact information of other Users/Clients. By accepting this User Agreement, you agree to only use that information for a genuine Go Procure facilitated transaction or a purpose explicitly agreed to by that User/Client by prior arrangement. You must not add other Users/Clients to any mailing lists (email or post) without prior permission from them. In addition, you shall only use such information in accordance with applicable laws and regulations, including without limitation data protection and privacy laws. Under no circumstances can you disclose personally identifiable information about another User/Client to any third party without our consent and the consent of the other user after adequate disclosure.

9. User Responsibilities:

You assume the responsibility to take adequate precautions against damages to your systems or operations which could be caused by defects or deficiencies in the Website, any content therein, any service, system, database or material, or parts thereof. You acknowledge that electronic communications and databases are subject to errors, tampering and break-ins and that while Go Procure will implement reasonable security precautions to attempt to prevent such occurrences, Go Procure does not guarantee or warrant that such events will not take place. You are responsible for ensuring that any postings made by or for you to this Website or any Go Procure system or database do not contain any viruses or other computer software code or routing designed to disable, erase, impair or otherwise damage the Website or any system, software or database of Go Procure or any other user of the Website. You hereby agree to indemnify and hold Go Procure harmless from any liability, claim cost or damage arising out of your use of the Website or any claim or suit by any such user caused by such virus or code or subroutine.

10. General Notes:

- If any part or parts of the Terms are held to be invalid, the remaining parts will continue to be valid and enforceable.
- Nothing in these Terms affects any statutory rights of consumers that cannot be waived or limited by contract.
- Your use of this Website, and all matters between Go Procure and you related hereto, shall be governed by applicable UK (English) law to the exclusive jurisdiction of the English courts. Please note, that your country (and/or that of any User you deal with) may have laws and regulations which apply to your transactions with other users regardless of what you agree with Go Procure or with that User.
- Go Procure reserves the right to alter these Terms at any point. All updates will be made available on the website and will take immediate effect (unless otherwise stated).
- The Terms may be terminated by Go Procure, in its sole and absolute discretion, at any time and for any reason, with or without cause and with or without notice. If the Terms are terminated, you agree to cease your use of the Website and, upon request by Go Procure, to return all information in your possession relating to the Website.
- This Website may contain other proprietary notices and copyright information, the terms of which must be observed and followed