

WEBSITE TERMS OF USE

Effective date: 1 May 2026

1. Introduction and scope

1.1. We operate the Website and provide you access to it subject to these Terms. The Website is intended solely for use in a business-to-business context. Individuals acting in a personal capacity or as consumers are not the intended audience and should neither rely on the content of the Website nor submit personal data via the Website.

1.2. These Terms govern your access to and use of the Website at any time.

1.3. These Terms incorporate by reference, and must be read in conjunction with, the Privacy Notice as published on the Website.

2. Definitions

The following definitions apply in these Terms:

“Company” (or **“we”**, **“us”** and **“our”**) means Optimisare Ltd, a private limited company incorporated in England and Wales with company number 15501448 and registered office at Crown Walk, 1 Jewry Street, Winchester, United Kingdom, SO23 8BB.

“Privacy Notice” means the document published on the Website that describes how the Company handles personal data it collects through the Website.

“Terms of Use” or **“Terms”** means these Website Terms of Use, a legally binding agreement between us and you that governs your relevant access to and use of the Website.

“Visitor” (or **“you”** and **“your”**) means anyone who accesses or uses the Website.

“Website” means the public-facing online platform operated by the Company at **optimisare.com**, which may provide information about the Company and its services.

3. Access to and use of the Website

3.1. You agree to use the Website only for lawful purposes and comply with these Terms and all applicable laws when accessing and using the Website.

3.2. You must not:

- (a) attempt to gain unauthorised access to any part of the Website or to any systems, networks or data connected to it;

- (b) interfere with, disrupt or compromise the integrity, security or performance of the Website, including by introducing malware, conducting denial-of-service attacks or overloading servers;

- (c) use automated tools, bots, scripts or similar technologies to access, interact with or retrieve content from the Website without our prior written consent;
- (d) upload, submit or transmit any content through the Website that is unlawful, harmful or infringes the rights of any third party;
- (e) engage in scraping, data harvesting or similar activities that extract content, code or data from the Website without authorisation;
- (f) impersonate any person or organisation, misrepresent your affiliation with any entity or otherwise engage in fraudulent or misleading conduct in connection with the Website;
- (g) capture, distribute, publish or share screenshots, recordings or other representations of the Website where such use would be unlawful, misleading or infringe our intellectual property rights;
- (h) attempt to circumvent or undermine any security measures or technical protections applied to the Website.

3.3. The provisions of this Clause 3 do not limit or exclude any other obligations that Visitors may have under these Terms, any applicable laws or any policies referenced in these Terms.

3.4. We may monitor access to and use of the Website to maintain its technical integrity, security and lawful operation.

3.5. We may interrupt, suspend, restrict or discontinue access to any part of the Website at any time, including for maintenance, repairs, upgrades or to introduce changes to the Website.

4. Intellectual property rights

4.1. The Website and its entire contents, features and functionality — including but not limited to all information, text, displays, images, video, audio, and the design, selection and arrangement thereof — are owned by the Company, its licensors or other providers of such material and are protected by United Kingdom and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

4.2. You must not copy, reproduce, distribute, modify, create derivative works of, reverse-engineer, publicly display, publicly perform, republish, download, store or transmit any material on the Website, except as required for normal web-browsing functionality or as explicitly permitted by us in writing.

4.3. Our name, logo and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its licensors. You must not use such marks without our prior written permission. No intellectual property rights are transferred to Visitors under these Terms.

5. Disclaimers and limitation of liability

5.1. We do not guarantee uninterrupted access to the Website, its error-free functionality or any particular outcome from its use.

5.2. Notwithstanding anything to the contrary in these Terms, the Website is provided on an “as is” and “as available” basis, without any warranty of any kind, either express or implied. We have no indemnification obligations or liability of any type with respect to the Website.

5.3. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website. We do not warrant that the Website will be free from errors, interruptions or security vulnerabilities.

5.4. To the fullest extent permitted by applicable law, we disclaim all warranties of any kind, whether express, implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for a particular purpose.

5.5. Where the Website contains links to third-party websites or resources, such links are provided for convenience only. We do not control, endorse or guarantee the accuracy, security or reliability of any third-party content. To the fullest extent permitted by applicable law, we accept no responsibility for any loss or damage arising from your access to or use of such websites or resources. Your use of any third-party websites or resources is subject to their own terms and policies.

5.6. To the fullest extent permitted by applicable law, the Company or its licensors, service providers, employees, agents, officers and directors are not liable for any damages arising from or in connection with your use or inability to use the Website or any content on the Website. This includes, but is not limited to, direct, indirect, special, incidental, consequential or punitive damages, such as loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill or loss of data, whether arising in contract, tort (including negligence) or otherwise, even if foreseeable.

5.7. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or any other liability that cannot be lawfully excluded or limited under applicable law.

6. Entire agreement

These Terms constitute the entire agreement between us and you in relation to your access to and use of the Website. These Terms supersede and extinguish all prior agreements, understandings, representations, warranties and communications, whether written or oral, relating to the subject matter of these Terms. You acknowledge that you have not relied on any statement, representation, assurance or warranty made or given by or on behalf of us that is not expressly set out in these Terms.

7. Amendments

7.1. We may revise and update these Terms from time to time at our sole discretion. Any updated version will be identified by a revised “Effective date” and will take effect immediately upon posting on the Website.

7.2. If a revision includes material changes that significantly affect your rights or obligations, we may take reasonable steps to notify Visitors, such as posting a notice on the Website.

7.3. Your ongoing access to or use of the Website following the posting of revised Terms constitutes acceptance of the changes. You are encouraged to review these Terms periodically to remain informed of any changes.

8. Governing law and jurisdiction

These Terms are governed by and construed in accordance with English law. English courts have exclusive jurisdiction over any disputes or claims arising out of or in connection with these Terms, including non-contractual disputes or claims.

9. Contact information

If you have any questions about these Terms, please contact us at: enquiries@optimisare.com.