



Free Data of the Month, Free 2 Minute Briefings, Free White Papers & Reports (together and individually, “Free Products”)

Terms and Conditions of Use

These terms and conditions apply to any use of Free Products. You are advised to read these terms and conditions carefully. If you do not accept these terms and conditions, you must refrain from downloading and/or otherwise using Free Products.

If you do accept these terms and conditions, complete the required information fields and **click "Submit" in order to access the Free Products.**

Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to NRG Smarts Limited, trading as NRG Expert. A reference to "this web site" is a reference to the portion of www.nrgexpert.com containing the Free Products.

Use of Information

Except as set out otherwise in these terms and conditions, you are provided with access to this web site only for your personal use and you may not without our written permission on-sell or rebadge information obtained from this web site, or in any way represent that the information is from any source other than NRG Expert.

You will find that certain reports are available from this website free of charge, and certain reports require payment. We unconditionally reserve the right to reclassify any reports or information in this regard. For the avoidance of doubt, reports which at any time are made available generally for no charge may at our discretion become the subject of a charge. Furthermore, we reserve the right to vary this practice as between individual users, so that some users may be required to pay for certain information which is made available free of charge to other users.

Disclaimer

The content of the Free Products is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of the content. The information is provided on the basis that all persons accessing the web site undertake responsibility for assessing the relevance and accuracy of its content.

We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of Free Products and use of this web site or any linked web site, nor do we

accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through Free Products or this web site.

Exception to Disclaimer

This disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions set out below. Nevertheless our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

Specific Warnings

You must ensure that your access to this web site and Free Products is not illegal or prohibited by laws which apply to you.

You must take your own precautions to ensure that the process which you employ for accessing this web site and Free Products does not expose you to the risk of viruses or other form of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your accessing of Free Products on this website or any linked web site.

You will ensure that the information you provide does not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, adversely interfere with, surreptitiously intercept or expropriate any system, data or personal information.

We do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep Free Products or this web site updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained in Free Products or on this web site.

Copyright

Copyright of materials present on this web site resides with NRG Smarts Limited. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed under the existing Copyright laws which apply to you and any similar legislation which applies in your location, you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise any information, products or services obtained from any part of this web site; without our written permission.

Trade Marks

If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us, and you must not use any of our trade marks without our permission (which may be provided at our sole discretion and subject to any terms we consider to be appropriate).

Linked Web Sites

This web site may contain links to linked web sites. Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked web sites.

Out links to linked web sites should not be constructed as any endorsement, approval, recommendation, or preference by us of the owners or operators of those linked web sites, or for any information, graphics, materials, products or services referred to on those linked web sites.

Your Privacy Rights

You are referred to the NRG Expert Privacy Policy which applies in all relevant respects to your dealings with Free Products.

How we handle E-mails

We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so. Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected. We may email you from time to time about exciting NRG Expert products and services. We will NEVER sell your email address or personal details to 3rd parties.

Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Data and Systems Integrity

You acknowledge that we will not be responsible for any corruption or failed transmission of any information attributable to your computer system or to the system or any act or omission of your Internet Service Provider.

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the service or this site.

You acknowledge that access to Free Products on our web site:

- a. may not be continuous, uninterrupted or secure at all times; and
- b. may be interfered with by factors or circumstances outside of our control.

Indemnity

You agree to indemnify and to hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions or your infringement of any rights of a third party.

Termination of Access

Access to this web site and Free Products may be terminated at any time by us without notice. Without limiting the foregoing, we reserve the right to cancel the access of individual users who are in breach of any of these terms and conditions, or who refuse to accept any alteration to the terms and conditions (including, without limitation, the reclassification of free reports so that they become the subject of a charge). Our disclaimer will survive any such termination.

Compliance with Laws and Policies

We will comply with all laws applicable to this service.

You will comply with all laws that apply to you in relation to your use of the service or our web site.

Governing Law

These terms and conditions are governed by the laws of England & Wales, whose Courts shall have complete jurisdiction over any disputes.

To Access Free Products

To access the Reports, please click on the "Submit" button. By doing so, you acknowledge that you have read, understood and accept the above terms of use.