



HAKUTREND - Terms and Conditions

By using the Kluthe UK Ltd web-based fluid management protocol **HAKUTREND** (<https://www.hakutrend.com>), you accept our terms and conditions stated below and agree to abide by them.

Disclaimer

The materials contained on our website are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such. We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this website and to the fullest extent permitted by English law, we exclude all liability for lost or damages direct or indirect arising from use of this website.

Accessing HAKUTREND

Access to our website is permitted via username and password issued by our technical team. We reserve the right to withdraw or amend the service without notice. We will not be liable if, for any reason, our website is unavailable at any time or for any period. We aim to update our website regularly and may change the content at any time. If the need arises, we may suspend access to our website.

Intellectual Property Rights

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Liability

The material displayed on our website is provided without any guarantees, conditions, or warranties as to its accuracy.

- We have the right to monitor activity.
- We have the right to stop access at any time.
- Machine fluid data recorded within the HAKUTREND portal regarding customer plant and equipment remains of their property - we would provide this on request in flat file format.



- Kluthe UK Ltd does not guarantee system continuous performance or integrity/ security of data.
- Customer agrees that Kluthe UK Ltd can you use retained test data for performance monitoring of on-site machine fluid products.

Kluthe UK Ltd' excludes:

- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results shown on .the HAKUTREND portal.
- Any other loss or damage of any kind, however arising, and whether caused by tort (including negligence), breach of contract or otherwise. 'Kluthe UK Ltd' excludes liability even if foreseeable, provided that this condition shall not prevent claims for loss of or damages to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Viruses, Hacking and Other Offences.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is hosted, or any server, computer or database connected to our website. You must not attack our website 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 website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

Variations

We may revise these terms of use at any time by amending this document. You are expected to check this document on a regular basis to take notice of any changes we have made as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

Your Concerns

If you have any concerns about material which appears on the HAKUTREND portal, please contact your designated Kluthe UK Ltd representative. Alternatively, please e-mail technical.uk@kluthe.com