

The Lessor shall provide the Lessee with rights to access and use an asset management system via the Internet at www.houston-econocom.com (the "Portal").

The Portal will allow the Lessee to view and monitor the Lease Contract. The tool is developed, managed and operated exclusively by the Lessor and is subject to the Terms of Use below.

The Lessee may access the following information or features:

- Equipment ordered;
- Invoice Approval Forms;
- Up-to-date information on delivered and leased Equipment;
- Notifications, alerts and reports on assets;
- Details of returned Equipment.

The Portal is free of charge. However, the Lessor reserves the right to modify, update, or remove content on the Portal at any time, without prior notice. This includes, but is not limited to, the alteration, discontinuation, or suspension of any features, services, information, or materials available on the Portal.

Terms of Use

1. Acceptance of Terms

By accessing or using the Portal, you agree to be bound by these Terms of Use and all applicable laws and regulations. If you do not agree with any part of these terms, you are prohibited from using the Portal.

2. Changes to Terms

Econocom reserves the right to modify these Terms of Use at any time. Any changes will be effective immediately upon posting to the Portal. Your continued use of the Portal following the posting of changes constitutes your acceptance of those changes.

3. Use of the Portal

3.1 User Accounts

To access certain features of the Portal, you may be required to register for an account. You agree to provide accurate and complete information during registration and to keep your account information updated. You are responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account.

3.2 Prohibited Conduct

Users are prohibited from:

- Engaging in any activity that violates applicable laws or regulations.
- Using the Portal for any unauthorised purposes.
- Attempting to gain unauthorised access to the Portal or its systems.
- Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

4. Intellectual Property

All content on the Portal, including text, graphics, logos, icons, images, audio clips, video clips, and software, is the property of Econocom or its content suppliers and is protected by copyright, trademark, and other intellectual property laws. Unauthorised use of any content may violate such laws.

5. Privacy Policy and Consent to Processing of Personal Data

Your use of the Portal is also governed by our Privacy Policy www.econocom.co.uk/privacy-policy, which explains how we collect, use, and protect your personal information. By using the Portal, you consent to our collection, use, and processing of your personal data as outlined in the Privacy Policy.

5.1 Consent to Processing of Personal Data

By creating an account and using the Portal, you expressly consent to the collection, processing, storage, and use of your personal data by Econocom as described in our Privacy Policy. This includes, but is not limited to, the processing of data necessary for the performance of our services, communication with users, and compliance with legal obligations. You have the right to withdraw your consent at any time, subject to legal or contractual restrictions and reasonable notice. Withdrawal of consent may affect your ability to access certain features of the Portal.

6. Disclaimers and Limitation of Liability

6.1 Disclaimer of Warranties

The Portal is provided "as is" and "as available" without warranties of any kind.

While we strive to ensure that all information presented on the Portal is accurate and reliable, we make no representations or warranties of any kind, express or implied, about the accuracy, completeness, reliability, suitability, or availability of any information, products, services, or related graphics contained on the Portal for any purpose.

6.2 Limitation of Liability

In no event shall Econocom or its affiliates, officers, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Portal; (ii) any unauthorised access to or use of our servers and/or any personal information stored therein; (iii) any errors or omissions in any content; (iv) any interruption or cessation of transmission to or from the Portal; or (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Portal by any third party.

7. Indemnification

You agree to indemnify, defend, and hold harmless Econocom, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable legal fees and costs, arising out of or in any way connected with your access to or use of the Portal.

8. Termination

Econocom reserves the right, in its sole discretion, to terminate your access to all or part of the Portal, with or without notice, for any reason, including without limitation, breach of these Terms of Use.

9. Governing Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the courts located within England and Wales for the resolution of any disputes arising out of or relating to these Terms of Use or your use of the Portal.

10. Severability

If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

11. Contact Information

If you have any questions about these Terms of Use, please contact us at contracts@econocom.com