

## **Tata Steel UK Limited's eCommerce platform - Nexus Registration Form and Agreement**

Welcome to the [www.tatasteeleurope.com/nexus](http://www.tatasteeleurope.com/nexus) website (the "Site") and eCommerce portal **Nexus**. Nexus is operated by Tata Steel UK Limited on behalf of itself and its affiliated companies. For a full list please see <https://www.tatasteeleurope.com/terms-and-conditions/nexus>. Nexus is an online portal through which customers are able to access certain information on their account (e.g. the status of pending orders, test certificates etc.) and/or buy certain products from Tata Steel.

In order to gain access to Nexus and discover all the benefits it has to offer; we need to ask you to complete and agree to our Nexus Registration Form and Agreement on behalf of your business (the Agreement).

Nexus has been designed with your security in mind, giving you the power to decide who you would like to have access to what information.

There are five user permissions available (listed below), a combination of which can be assigned to anyone in your business. Please note that some permissions are only applicable if you are using Nexus to buy products:

### **Admin**

This user permission has exclusive ability to add and remove users, assign permissions and set (if applicable) purchasing limits for other users.

### **Standard**

Has access to documents (test certificates, order confirmations) orders (live & completed) and delivery tracking.

### **Buy**

Has the ability to purchase material and will see estimated delivery dates for products, as well as documents, orders and delivery tracking.

### **Accounts**

Has access to financial information, including invoices and statements, as well as documents, orders and delivery tracking.

### **Buyer Approver**

Is used as an escalation point to approve orders which exceed specific users' purchase limits. This user cannot purchase material themselves, but they can see documents, orders and delivery tracking information.

Please be aware that it is your responsibility to manage user roles and permissions. This includes, but is not limited to, when a member of staff leaves the business – please remove their access immediately and inform [nexus.support@tatasteeleurope.com](mailto:nexus.support@tatasteeleurope.com) so that we can ensure their access has been disabled to prevent them from making purchases or having access to sensitive business data.

You shall be liable for the actions and/or omissions of any person who has been given access to the Site either directly or indirectly by your business or representatives of your business. You shall indemnify Tata Steel and its affiliated companies against any loss arising from any authorised or unauthorised use of the Site by any such persons. You agree to notify Tata Steel immediately if any log in details or other details regarding accessing the Site become lost or stolen or are disclosed to any person who is not authorised to access and/or use the Site on behalf of your business or if the security of the Site becomes compromised in any other way. This paragraph shall survive the termination of this Agreement.

We recommend that you carry out audits of your users at least quarterly.

### **Registration process**

By using the Site, you agree to comply with and be bound by the terms and conditions set out below, together with all policies and guidelines on the Site which are incorporated by reference.

Tata Steel UK Limited ("**Tata Steel**", "**we**", "**us**", and "**our**") shall be entitled to change any of the terms and conditions contained in this Agreement or any policies or guidelines which govern the Site at any time and in our sole discretion. Any such changes will be effective upon the publication of the changes on the Site. You are responsible for reviewing any applicable changes.

Your continued use of the Site following the posting of any changes shall constitute your acceptance of such changes. If you do not agree to any changes to this Agreement, you must not continue to use the Site.

This Agreement shall come into effect on the date you accept these terms.

### ***Using the Site***

If you choose to access and use the Site, you are responsible for complying with all applicable laws.

You must not use the Site:

- (i) in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site;
- (ii) in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (iii) to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not access without authority, interfere with, damage or disrupt any part of the Site, any equipment or network on which the Site is stored, any software used in the provision of the Site or any equipment, network or software owned or used by any third party.

You acknowledge and agree that Tata Steel and its affiliates have the right at any time to (i) terminate any user's access to the Site, (ii) modify the content and/or structure of the Site and/or (iii) suspend or withdraw the Site.

### ***Viruses***

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

You must not misuse the Site 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 the Site, the server on which it is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence under the UK Computer Misuse Act 1990 and/or other laws whether in the UK or elsewhere. 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 the Site will cease immediately.

### ***Limitation and exclusion of our Liability***

By using the Site, you agree that the exclusions and limitations of liability set out below are reasonable. If you do not think they are reasonable, you must not use the Site. Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other matters which cannot be limited or excluded as a matter of law.

Subject to the paragraph immediately above, neither Tata Steel nor its affiliated companies shall be liable (whether in contract, tort (including negligence), for breach of statutory duty, or otherwise) for any liability of any kind (including, without limitation, direct, indirect and consequential damages (including, without limitation, loss of profits, loss of revenue or loss of data) arising under or in connection with this Agreement and/or the Site.

The Site is provided on an "as is" basis. To the fullest extent permitted by applicable law, we do not make any representations or warranties of any kind in relation to the Site (whether express or implied) including, without limitation, any warranties of merchantability, fitness for a particular purpose, accuracy, title, and non-infringement.

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

### **Sales terms**

When users purchase material on Nexus, the user will be required to accept Tata Steel's eCommerce platform – Nexus Standard Conditions of Sale as part of the check-out process so that the order can be accepted and processed.

A copy of the latest version of these terms is available at: <https://www.tatasteeeurope.com/terms-and-conditions/nexus>. Tata Steel reserves the right to update and/or amend these terms from time to time.

Please note that all sales by Tata Steel and its affiliated companies shall be governed by and construed in accordance with the laws of country where the seller is incorporated and all disputes arising out of or in connection with such sales shall be subject to the exclusive jurisdiction of the courts in the country where the seller is incorporated.

### **Data Protection**

We shall keep your personal data confidential and secure and protect it in accordance with the laws we are required to comply with. We shall only process your personal data for the lawful purpose for which it has been shared and in accordance with any instructions provided by you. Our privacy statement is available at <https://www.tatasteeeurope.com/privacy-policy> and it governs our use of your personal information. It also sets out, amongst other things, the types of personal information we collect, the reasons why we collect it, how we use it, in what circumstances we may pass it on to any third parties and other relevant information relating to our use and/or processing of your personal information and your rights in relation to your personal information.

Our cookies policy is available at <https://www.tatasteeeurope.com/nexus/cookie-policy> and it governs our use of cookies and similar technologies. It sets out, among other things, the types of cookies we use, the purposes for which we use them, the circumstances in which we may place cookies on your computer, device or browser, and other relevant information relating to cookies, such as how to change preferences to accept or reject cookies.

You agree to us processing your personal information in accordance with our privacy statement (as amended or updated from time to time), and you consent to our use of cookies in accordance with our cookies policy (as amended or updated from time to time).

If you have any queries regarding our data protection policies, then you should email [dataprivacy@tatasteeeurope.com](mailto:dataprivacy@tatasteeeurope.com)

### **Miscellaneous**

Either party may terminate this Agreement on 30 days' prior written notice.

You undertake that you shall not at any time disclose to any person any confidential information concerning Tata Steel and its affiliates including but not limited to information relating to its business and in particular the pricing of any products. You may disclose such confidential information: (i) to your employees, officers, representatives or advisers who need to know such information for the purposes of exercising your rights or carrying out your obligations under or in connection with this Agreement. You shall ensure that your employees, officers, representatives or advisers to whom you disclose such confidential information comply with this paragraph; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. You shall not use confidential information for any purpose other than to exercise your rights and perform your obligations under or in connection with this Agreement.

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). You shall not be able to assign or transfer this Agreement without our prior written consent.

This Agreement and any matters arising out of or in connection with it shall be governed by English law. The parties submit to the exclusive jurisdiction of the English courts.