

TERMS OF USE

Who are we and how to contact us

This website (the "**Site**") is operated by Mitsubishi Electric Air Conditioning Systems Europe Ltd ("**M-ACE**", "**we**", "**our**", "**us**"). We are a company registered in Scotland under company number SC191805 and have our registered office at Mitsubishi Electric Air Conditioning, Nettlehill Road, Houstoun Industrial Estate, Livingston, EH54 5EQ. Our VAT number is GB 734 9329 12.


By using our Site you accept these Terms

By using our site, you confirm that you accept these terms of use (the "**Terms of Use**") and agree to comply with them. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and that they comply with them.

If you do not accept these terms, you must not download or print any Materials from or use our Site.

We recommend that you print a copy of these Terms of Use for future reference.

Other terms that may apply to you

These Terms of Use refer to our  Privacy Policy, which applies to your use of our Site and explains how we collect, use and store your personal data.

Materials on this Site

All information, materials, data and electronic files of any kind whatsoever contained and posted on this Site (collectively the "**Materials**") are provided by M-ACE for informational purposes only. The Materials are governed by and subject to the terms and conditions stated in these Terms of Use. You agree to be responsible for any unauthorised use of the Materials caused directly or indirectly by you.

Ownership and Modifications of Materials

You acknowledge that title, ownership and all intellectual property rights in and to the Materials and any copies of the Materials are owned by and remain with M-ACE or its affiliated companies unless otherwise specified. The Materials may be changed, improved or updated periodically at any time without notice.

Copyright and Trade Mark Rights

You acknowledge and agree that the Materials available on this Site are protected by copyright, trade mark, domain name, service marks, patents, trade secrets or other intellectual property rights and laws. Except as expressly authorised by M-ACE, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Materials. All copyright privileges are reserved.

"MITSUBISHI" is a registered trade mark and no use thereof is permitted, nor is any licence to use such trademark granted by your use of this Site.

Permitted Uses and Restrictions

Use of the Materials for any purposes, including reposting, republishing or retransmission, not expressly permitted in these Terms of Use is prohibited. There is no implied consent for any

repost, republication or retransmission of the Materials. No part of the Materials from this Site may be posted to any web page, gopher or FTP site, bulletin board system or other electronic archival database or republished or made available for a fee, except with M-ACE's prior written consent.

The right to use the Materials is a licence, not a transfer of title, and is subject to the restrictions stated in these Terms of Use.

Except as expressly provided in these Terms of Use or unless you receive specific written permission from M-ACE, you shall not: (a) modify the Materials or use them for any commercial purpose; (b) assign, transfer or sublicense any rights granted to you under these Terms of Use; (c) offer the Materials for sale or rental; (d) save to the extent permissible by law, de-compile, decode, reverse engineer, or disassemble any software which is included in the Materials; (e) remove any copyright, trade mark or other proprietary notices from the Materials; (f) take any actions which interfere with intellectual property rights of M-ACE or its affiliated companies; or (g) copy, display, transfer, licence, reproduce, publish, download, upload, post, transmit, distribute or sell, in whole or in part, the Materials or use the Materials to create a derivative work. Except as expressly provided in these Terms of Use, there are no other express or implied rights granted to you.

The presence of Materials on this Site does not constitute an offer to supply any goods or services or any full or part-time employment to you.

Downloadable Materials

Any software, video or other downloadable Materials available from this Site is subject strictly to the terms of any applicable licence, including any exclusions and limitations of liability, appearing in connection with that software or such material. M-ACE does not warrant that any such software or material is error free. You have exclusive responsibility for any application of the same which shall be at your own risk. Further, you should verify prior to any application of that software, video or other downloadable material that the software, video or material remains the latest version as issued by M-ACE. You should ensure that all material that you download is virus checked before use. M-ACE accepts no liability for any virus transferred through the use of this Site and harm to any systems or data thereafter.

Links

M-ACE and its affiliated companies may provide links on this Site to other internet sites or resources not maintained by M-ACE. M-ACE has no control over and is not responsible for such other sites, their contents and resources. You acknowledge and agree that M-ACE and its affiliated companies are not responsible for the availability of such external sites or resources. M-ACE does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources and will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, or reliance on any such content, goods or services available on or through any such site or resource. M-ACE does not accept any liability for the terms and conditions of access and use for such linked websites or the protection and treatment of any information you may submit to such linked websites. Any software or other downloadable material as may be found on such sites has not been tested by M-ACE and M-ACE makes no representation regarding quality or the suitability of any such software or material. You should ensure that all material that you download is virus checked before use. M-ACE accepts no

liability for any virus transferred through the use of software or downloadable material from any linked website and harm to any systems or data thereafter.

Links should not be construed as M-ACE's sponsorship or endorsement of any linked website or the information contained thereon or that M-ACE is affiliated or associated with, or is legally authorised to use the trade mark, trade name, logo or copyright symbol displayed in such third party websites. All other brand and product names referenced or included in the Materials are trademarks or service marks of their respective holders.

Information

The presence of information regarding products, services and vacancies described in the Materials on this Site does not constitute an offer to supply such goods or services or any employment to you. Products and services are subject to availability. Any offer of employment is subject to our hiring processes and the terms and conditions of any specific offer of employment that we give to successful candidates in writing.

Information Provided by you

By providing information and/or materials to M-ACE via the Site, including any CVs, job applicant information and other materials, you grant to M-ACE an unrestricted, irrevocable, worldwide, royalty-free licence to use such information and material for our recruitment purposes.

You warrant and represent to M-ACE that any CVs, job applicant information and other materials provided to M-ACE by you shall not include any information or materials that is defamatory, threatening, obscene, harassing or otherwise unlawful, or that incorporates the proprietary material of a third party, or that contains any viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You acknowledge that the content you submit is your responsibility and not that of M-ACE. You have full responsibility for the content, which includes its legality, reliability, appropriateness, originality and copyright. You agree to indemnify and hold harmless M-ACE for any claim it receives from any third party in connection with such information.

You further agree that M-ACE may use any ideas, concepts or know-how that you or anyone acting on your behalf provides to M-ACE.

All personal data that you provide to us will be stored and used in accordance with our [Privacy Policy](#).

Where this Site facilitates your transmission of information to M-ACE, you acknowledge that internet transmission remains inherently insecure and you transmit any information at your own risk.

You must not gain unauthorised access to our Site

You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site or any other equipment or network connected with our Site. You must not interfere with, damage or disrupt any software used in the provision of our Site or any equipment or network or software owned or used by any third party on which this Site relies in any way. You must not attack our site 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 Site will cease immediately.

Disclaimer and Exclusion of Liability

THE MATERIALS IN THIS SITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. M-ACE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THIS SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH ADVICE, OPINION, STATEMENT OR OTHER INFORMATION SHALL BE AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, M-ACE AND ITS AFFILIATED COMPANIES ASSUME NO RESPONSIBILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) FOR ANY DAMAGE, LIABILITY OR OTHER LOSS ARISING FROM YOUR USE OF THE MATERIALS OR ANY CLAIM OF INFRINGEMENT OF ANY THIRD-PARTY'S RIGHTS OR A TRADE SECRET VIOLATION THAT ARISE AS A RESULT OF YOUR USE OF THE MATERIALS.

How we may use your personal information

We will use your personal information as set out in our  Privacy Policy.

Modifications

M-ACE reserves the right to change or revise these Terms of Use. Please check these Terms of Use periodically for changes and modifications. Your continued use of this Site following the posting of modifications to these Terms of Use constitutes acceptance of these changes.

We may suspend or withdraw the Site

We do not guarantee that this Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of this Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Location of use

M-ACE makes no representation that the materials in this Site are appropriate or available for use in the location in which you are situated. Accessing the Materials from territories where its contents are illegal is prohibited. You agree that by accessing this Site, you do so on your own initiative and you are responsible for compliance with the applicable local laws.

No Agency or Partnership

You agree and acknowledge that no joint venture, partnership, employment or agency relationship exists between you and M-ACE or any of its affiliated companies as a result of you accessing and using the Materials contained in this Site. You acknowledge that you have no authority or power to bind M-ACE or its affiliated companies and you will not represent or hold yourself out as having such authority. In no event shall M-ACE or its affiliated companies be liable for any representation, act or omission made by you.

Termination

M-ACE may terminate your right to use the Materials at any time for any reason without incurring any liability to you whatsoever. Your right to use the Materials shall also terminate immediately if you breach any term contained in these Terms of Use. Upon termination, you shall immediately cease using any of the Materials and destroy all versions and copies of the Materials in your possession.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms of Use to another organisation.

Severability

If any provision or portion of a provision of these Terms of Use is held to be invalid or unenforceable for any reason, such invalidity shall not affect the validity of the balance of that provision and/or remaining provisions of these Terms of Use, which shall remain valid and enforceable.

Entire Agreement

These Terms of Use constitutes the entire agreement between you and M-ACE with respect to this Site and supersedes all prior or contemporaneous communications and proposals in any medium between you and M-ACE.

Jurisdiction and Venue

These Terms of Use, their subject matter and their formation shall be governed by and construed in accordance with the laws of England and Wales. If you are a consumer, disputes relating to these Terms of Use shall be decided in the courts of England and Wales, except that if you are a resident of Northern Ireland then you may also bring proceedings in Northern Ireland, if you are a resident of Scotland then you may also bring proceedings in Scotland and if you are resident in the European Union then you will benefit from any mandatory provisions of the law of the country in which you are resident. If you are a business, we both agree to the exclusive jurisdiction of the courts of England and Wales.

Miscellaneous

Any rights not expressly granted in these Terms of Use are reserved by M-ACE and its affiliated companies.

For questions, comments or feedback, please [Contact Us](#)

Mitsubishi Electric Air Conditioning Systems Europe Ltd

Registered in Scotland. Company No: SC191805

Registered office: Nettlehill Road, Houston Industrial Estate, Livingston, Scotland, EH54 5EQ
UK