

Legal disclaimer

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Website under the domain name www.mmg-energy.com (Website) and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by the MMG Energy Ltd. (Company).

1. LICENCE

1.1 You are permitted to print and download extracts from the Website for your own use on the following basis:

- (a) no documents or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) the Company's copyright and trade mark notices and this permission notice appear in all copies.

1.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 1.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

1.3 Subject to clause 1.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

1.4 Any rights not expressly granted in these terms are reserved.

2. VISITOR MATERIAL AND CONDUCT

2.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

2.2 You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

2.3 You may not misuse the Website (including, without limitation, by hacking).

2.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 2.2 or clause 2.3.

3. LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

4. DISCLAIMER

4.1 While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

4.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website.

5. LIABILITY

5.1 The Company and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

5.2 Nothing in this legal notice shall exclude or limit the Company's liability for:

(a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or

(b) fraud; or

(c) misrepresentation as to a fundamental matter; or

(d) any liability which cannot be excluded or limited under applicable law.

5.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

6. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

Issue Date: 21 Aug. 2015

Privacy policy

The MMG Energy Ltd. ("We") are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting www.mmg-energy.com you are accepting and consenting to the practices described in this policy.

INFORMATION WE MAY COLLECT FROM YOU

When you visit our website, we may collect and process the following:

- Information you provide if you contact us;
- Details of visits made to our website including, but not limited to, the volume of traffic received, logs (including, where available, the IP address of the device connecting to the website) and the resources accessed; and
- If you apply online for a job you may need to provide information about your education, employment, region of interest and role you are applying for. Your application will constitute your express consent to our use of this information to assess your application and to allow us to carry out any monitoring activities, which may be required of us under applicable law as employer.

COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie policy.

USES MADE OF THE INFORMATION

We use information held about you in a number of ways, including:

- To provide you with information and services that you request from us;
- To improve the content and methods of delivery of our websites;
- To comply with legal obligations; and
- To disclose your information, as set out below.

DISCLOSURE OF YOUR INFORMATION

We may share your personal information with any member of the MMG Energy Ltd., which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including analytics and search engine providers that assist us in the improvement and optimisation of our site.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Vitol or substantially all of its assets are acquired by a third party, in which case personal data held by it will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use; or to protect the rights, property, or safety of the MMG Energy Ltd., our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the processing of your application for employment. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise the right at any time by contacting us at enquiries@mmg-energy.com.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The privacy laws of some countries give individuals the right to access and amend their personal information. If you would like to request a copy of your information or would like to change the information we hold about you, please contact us at enquiries@mmg-energy.com.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

CONTACT

Questions, comments and requests regarding this privacy policy should be addressed to enquiries@mmg-energy.com.

Cookie policy

INFORMATION ABOUT OUR USE OF COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree.

We use Google Analytical/performance cookies which enable us to:

- Determine which domain to measure
- Recognise you when you return to our site
- Remember the number and time of previous visits
- Remember traffic source information
- Determine the start and end of a session
- Remember the value of visitor-level custom variables

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You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.