

Malta Industrial Parks Limited - Important Information and Terms and Conditions of Use web-site.

This Important Information and these Terms and Conditions of Use relate to how you use our web-site.

Read the following Important Information and Terms and Conditions carefully.

References to 'you' or 'your' are references to any person, whether legal or natural, using the Channels.

References to 'we', 'us', 'our' or the 'Company' are references to Malta Industrial Parks Limited.

References to 'Account' or 'Accounts' are references to any account(s) held by us in your name or in the name of other persons or entities connected to you as may be advised by you to us from time to time.

Company Information

The Company is a limited liability company registered at the Registry of Companies in Malta with registration no. C 28965 and registered office at Gwardamangia Hill, Pieta, MEC0001, Malta, website: www.mip.com.mt. The Company's main business is the leasing out of industrial property.

The Company's principal place of business is Gwardamangia Hill, Pieta, MEC0001, Malta, contact details: Telephone: (+356) 2542 0000, and these are also the contact details for the purpose of any contact you may require to make with the Company in relation to the Terms and Conditions of Use.

We may vary these Terms and Conditions of Use by giving you two (2) months' notice in writing or such shorter notice period as may be allowed by law provided that:

- (a) you will be deemed to have accepted these amendments, unless you notify the Company that you do not accept these amendments before their entry into force, in which case your right to the use of the website in accordance with the Terms and Conditions of Use, as these may be varied from time to time, shall be considered terminated. There is no charge attached to such termination;
- (b) the Company reserves the right to effect changes without notice if you are in breach of or are likely to breach any of these Terms and Conditions of Use or are otherwise in default or in the event of a change in the law and/or a decision or recommendation of a court, regulator or similar body. The Company will inform you about the change as soon as reasonably possible or if applicable, by publishing the change in the Company's website www.mip.com.mt.

Third Party Information Products and Services

The website may contain some material provided by third parties and we do not necessarily agree with the content of such material. In addition, we accept no responsibility or liability for the accuracy of such material.

Liability

We will endeavour to give a complete service at all times. However, to the fullest extent permitted by law, and except to the extent that loss or damage is caused directly by our gross negligence or wilful misconduct and subject to the following paragraph and to the clauses under the heading Security Notice below, we shall not be liable to you for any loss or damage that you may suffer as a result of your use of the website. In particular, but without limiting the generality of the foregoing, we will not be liable for the delay in performing or failure to perform our obligations hereunder if the delay or failure results from: (i) abnormal or unforeseeable events or circumstances outside our reasonable control which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial actions, problems with another system network, mechanical breakdown or data processing failures or any other instances of force majeure; (ii) due to our obligations to comply with any applicable law or regulations.

We shall not be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings nor for any indirect or consequential loss or damage.

We shall not be liable for any losses resulting from third party services, equipment, software, hardware or any other component, outside our reasonable control (including, but not limited to, fixed line/mobile telephony and Internet-based services and equipment, other service providers' services and equipment, software, browsers and computer components and systems and third party web sites, whether or not you access such web sites through the Site, whether such services, equipment, software, hardware or any other component are used by you to access and/or use the Site or used by us in order to comply with your instructions.

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the use of the website or any part thereof, with or without notice, during downtime (i.e. during such times, whether scheduled or unscheduled, when our systems, whether in whole or in part, are shut down for maintenance purposes). You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the use of the Channels or any part thereof.

Indemnity

You shall hold us harmless from any loss or damage suffered by any person as a result of your breach of any of these Terms and Conditions of Use or of your improper use of the website.

Confidentiality and Data Protection

If you obtain unauthorized access to any programs, data or other information which belong to us or our agent/s, you agree to treat such programs, data and information as confidential and agree not to disclose or make use of any of them (or any part of them) and will notify us immediately.

In terms of the Data Protection Act (Chapter 440 of the Laws of Malta), the Company will process any data which you give to the Company in any manner, for the following purposes, namely:

- To manage your Account(s);
- To give you statements;
- For internal assessment and analysis (including credit and/or behaviour scoring, market and product analysis);
- For the detection and prevention of fraud and other criminal activity which the Company is bound to report;
- To develop and improve the Company's services;
- For direct marketing, such as to inform you, by mail, telephone, fax, e-mail or other electronic means, about other services supplied by the Company and by other carefully selected third parties, and for research purposes.

Please note that your personal data may be disclosed to or exchanged with all employees of the Company, its subsidiaries, associates and agents, including third parties entrusted with handling bulk mail, for the above purposes only.

You have the right to request the Company to inform you about the personal data held about you that is processed and to request its correction where necessary. Furthermore, please inform us in writing if you do not wish that we process your personal data for the purpose of direct marketing.

Whilst the Company may periodically request you to re-confirm your data, you should inform the Company immediately if such data has changed.

Queries or Complaints

Queries or complaints should be discussed with Company personnel. You may lodge a complaint either by phoning the Company on (+356) 25420000 or by writing to: The Chief Executive Officer at Gwardamangia Hill, Pietà, MEC0001 or on the following email address: info@mip.com.mt.

Any instructions to us

All payments, instructions, orders, applications, agreements, other declarations of intent and messages submitted by you through the website, after entering your password, are deemed as binding on you.

You declare and confirm that any information given by you to us is true and correct and you are responsible for the authenticity of the information given. We are not obliged to take any further steps to correct, supplement, confirm or authenticate the instruction nor to reverse or adjust any transaction or other action carried out as a result of an instruction sent using your password. You will be liable for any transactions that we carry out as a result of an instruction sent using your

password. We are not to be held liable if the execution of the instruction, due to information submitted incorrectly by you, is delayed, carried out incorrectly or not carried out. In addition, we shall have the right to interrupt the processing of an instruction in order to obtain any necessary additional information.

Security Notice

Whilst we have undertaken every reasonable precaution to ensure that our systems are as secure as possible, we cannot guarantee the privacy or confidentiality of any information passing over the website and we therefore cannot accept any responsibility for the unauthorised access by a third party and/or the corruption of data being sent by individuals to our offices. In view of this, you accept that electronic and other transmissions passing over the website may not be free from interference by outside parties and may, therefore, not remain confidential.

Unless otherwise agreed, we provide the users appointed either by us on your instructions, with a password which will provide access.

You must take all the reasonable precautions to prevent the password from falling into the hands, or coming to the knowledge, of any third party.

If you have reason to suspect that a third party has obtained your password, you undertake to change it or notify us immediately.

Equipment Specification

You will be responsible for the supply and maintenance of your computer system, telephones, whether mobile or fixed, and any other equipment and for ensuring their compatibility with our equipment and the equipment of any third party service provider at all times.

Communications

Unless otherwise provided, you agree that any notices to you in connection with these Terms and Conditions of Use and/or this Information will be notified to you in writing including by using messages on or with your statements as well as by electronic means such as SMS or email.

You agree that you will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you.

Unless otherwise agreed, the English language will be used for the purpose of interpreting these Terms and Conditions of Use and for all communications in connection therewith.

Severance

Each of the provisions of these Terms and Conditions of Use is severable from the others, and if at any time any one or more of such provisions, not being of a fundamental nature, is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions of Use shall not in any way be affected or impaired.

Waiver

No time or indulgence which we may extend to you nor any waiver by us of any breach by you of any provision of these Terms and Conditions of Use shall affect our rights and powers hereunder.

Right to receive the Important Information and Terms and Conditions

You may at any time request a copy of this Important Information and these Terms and Conditions of Use or as may be amended from time to time.

Termination

These Terms and Conditions of Use shall apply for an indefinite term, however, MIP reserves the right to terminate, cancel or suspend the use of the website at any time at the sole discretion of the Company.

You may terminate your access to or use of the website at any time by giving us written notice thereof.

Termination will not affect the rights or obligations of the Company or the user.

Governing Law

Maltese law governs this Important Information and these Terms and Conditions of Use and all the information appearing on the website is provided in accordance with and subject to Maltese law. Accordingly, by browsing or using the website you have accepted Maltese law as the law governing the conduct and operation and use of the website.

The Courts of Malta shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with the website and their use and this Important Information and these Terms and Conditions of Use.