

INTERTEK STANDARD TERMS AND CONDITIONS FOR ASTRA CLIENT PORTAL

Through the use of the Intertek ASTRA Client Portal, the Client is to be provided with secure access of Information and Reports subject to the following Terms and Conditions:

- 1. The Client has been authorized by Intertek to use the ASTRA Client Portal using the Login Username and Password for Authorised Operators stated in Section 6 below.
- 2. The Client is solely responsible for the acquisition, configuration, monitoring, maintenance and management of all hardware and software at the Client's location, including, but not limited to LAN, computers, software, telecommunications, devices, and the Client's network connection to the ASTRA Client Portal. The ASTRA Client Portal has been designed to be available 24 hours a day, 7 days a week, 365 days a year, except for periods of system maintenance, repairs and upgrades.
- 3. Intertek shall not assume any responsibility for the accuracy and completeness of the Information contained on the Astra Client Portal. In particular, information contained on electronic certificates is valid for the time and place of the performance of the Services only and may not be used as a certificate of origin or title, genuineness or guarantee of fitness and suitability for a particular purpose.
- 4. Despite state-of-the-art security precautions, neither Intertek nor any other Intertek Group company is guaranteed absolute security. Client's computer and/or network, while a part of the system, fall outside of Intertek's control and may become a weak link within the system. Despite all the security precautions, Intertek cannot accept responsibility for Client's terminal equipment. Client therefore acknowledges as follows:
 - a. insufficient technical knowledge and lack of security precautions can make it easier for unauthorised persons to access the system (e.g. insufficiently protected storage of data on the hard drive, file transfers, monitor emissions, etc.); it is the Client's responsibility to inform itself of the necessary security precautions.
 - b. there exists a potential danger that third parties may gain access to Client's computer during an Internet session (e.g. via a Java or ActiveX application).
 - c. there exists a potential danger that a virus may enter Client's computer when Client makes contact externally while using a network such as the Internet.
- 5. Intertek cannot be held liable for damages which Client, its agent or any counterpart(s) may incur as a result of transmission errors, technical defects, system overloads, interruptions (including system related maintenance work), malfunctions, illegal intervention and malicious blocking of telecommunications installations and networks, access by third parties or other deficiencies on the part of the telecommunications equipment and network providers.
- 6. Assigned Login Username and initial Password shall be limited to a maximum of three (3) permanent and trustworthy employees of the Client (herein "Authorised Operators").

NAME OF AUTHORIZED OPERATORS	COMPANY	USERNAME	PASSWORD

- 7. The Client shall not perform unauthorized Username logons other than the above declared Authorised Operators in Section 6.
- 8. After the first successful login into ASTRA, the Client is required to change the above first-level Passwords and adhere to the No Sharing of Passwords policy.

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- 9. The Client is responsible for maintaining the confidentiality of any Password or other security provided to access the ASTRA Web Portal. The Client is responsible for all activities that occur under the Client's ASTRA Web Portal account. The Client must notify Intertek immediately of any unauthorized use of the Client's ASTRA Web Portal Username and Password(s) stated in Section 6. The Client is responsible for appointing the Client's ASTRA Web Portal administrator among the list in Section 6 and for advising Intertek of such appointment and subsequent changes especially in the event that the Authorized Operators are no longer connected from the Client's company. Intertek cannot and will not be responsible for any loss or damage arising from the Client's failure to comply with these requirements.
- 10. The Client agrees to use the communication systems only for its entire and lawful purpose only and not to obtain unauthorized access to the ASTRA Web Portal.
- 11. The Client may request special additional features, functionality, formatting, or other customised services or routines (collectively "Enhancements"). All such Enhancements are, and shall be and remain, at all times and for all purposes, the sole and exclusive property of Intertek. The Client agrees to advise Intertek of any technical improvements or inventions conceived, designed, or developed relating to the ASTRA Client Portal. The Client further represents and warrants that all Enhancements developed by the Client do not infringe any party's rights or intellectual property rights.
- 12. Intertek expressly reserves that right to suspend or terminate the ASTRA Client Portal Login access including all the declared Login Usernames stated in Section 6 in the event of:
 - a. misuse of the ASTRA Client Portal or
 - b. breach of these terms and conditions or
 - c. breach of these terms and conditions or