



TERMS OF USE – FT Data Capture PORTAL

These Terms of Use apply to the use of the **FT Data Capture** online customer portal, including the use of the information contained in the Portal. Please read these Terms of Use carefully before you start to use the Portal. By using our Portal, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, you must refrain from using the Portal. If you continue to use the Portal, you will be deemed to have accepted these Terms of Use.

We may modify these Terms of Use at any time, and such modifications will become effective immediately upon posting the modified Terms of Use on the Portal. Any use of the Portal by you after any such modified Terms of Use have been posted will be deemed acceptance by you of those modified Terms of Use.

Information about us

In these Terms of Use, the expressions we, us and our are a reference to the Johnson Matthey Group. The Johnson Matthey Group means Johnson Matthey Plc and its successors and assigns; and any entity owned or controlled by or affiliated with Johnson Matthey Plc.

Information about the Portal

JMs leading technology allows us to configure the Fischer Tropsch Process in a number of ways. Built by working closely with you and our other customers to understand your needs and requirements, the Data Capture Form Portal enables you to provide relevant data to us to allow enabling efficient calculations for your project

Access and use of the Portal

You are responsible for making all arrangements necessary for you to have access to the Portal. In order to be able to access the Portal, you will need to register a user account with a company email address and a password (Login Information). You must not disclose your Login Information to any person or otherwise allow any person to access the Portal using your Login Information.

Your access to the Portal is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Portal without notice. We will not be liable if for any reason the Portal is unavailable at any time or for any period.

When using the Portal, you must comply with the provisions herein. We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the Portal. When a breach of these Terms of Use has occurred, we may take such action as we deem appropriate including but not limited to:

- Immediate, temporary or permanent withdrawal of your right to use the Portal.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the Portal.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in these Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

Prohibited uses

You may use the Portal only for lawful purposes. You may not use the Portal:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of the Portal;
- any equipment or network on which the Portal is stored;
- any software used in the provision of the Portal; or
- any equipment or network or software owned or used by any third party.

Content Standards

These content standards apply to any and all information and material which you contribute to on the Portal (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate and truthful.
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from you, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Submitting information and materials on the Portal

Submissions can be published through an agreed pipeline and consumed at regular intervals. Whenever you make use of a feature that allows you to submit contributions on the Portal, you must comply with the content standards set out above. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any contribution you submit on the Portal will be considered confidential and proprietary. By your submission you grant us a perpetual, royalty free and non-exclusive right to use, copy and in an anonymized and aggregated form distribute the contributed material and information on the Portal for the purpose of analyzing data and performance, improving our customer offer, visualizing parameters and developing benchmarks and predictions for optimal operation, and ongoing improvement of the model accuracy, for all users, including the right for us to use, copy and distribute information derived from the anonymized and aggregated material and information in our marketing of the Portal.

We will remove or not upload to the Portal any contributions if, in our opinion, such contributions do not comply with the content standards set out above or if we are unable to verify such contributions, or if in our sole discretion, such contributions are not appropriate for publication on the Portal.

Security of information

Only authorised internal JM users can access customer data, and this is managed through industry standard Active Directory access management. Additionally, Multi Factor Authentication is enabled for added security and protection for all users.

We use an Identity and Access management solution, hosted on Microsoft Azure cloud, to ensure that only your designated users have access to the Portal and the data within. Single sign-on experience is achieved using OAuth2 and SAML2.

Data is stored using end-to-end encryption via SSL, when in transit and AES 256-bit encryption for data at rest. All models and calculations, including the predictive model used, are performed via market leading cloud storage solution technology, hosted on Microsoft Azure.

The Portal provides audit and logging to ensure compliance to regulatory requirements including SOC and GDPR.

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

The application will be monitored 24/7 by the Johnson Matthey Security Operations team.

Intellectual property rights

The Portal is our property. We are the owner or the licensee of all intellectual property rights on the Portal, and in the material and information published on it (the "Content"). The Portal and its Content may be protected by copyright laws and treaties around the world. All such rights are reserved.



We hereby grant you a limited, revocable, non-sublicensable license to view, copy and print the Content from the Portal for your internal chemical planning and operation. Save for the foregoing license, you agree not to reproduce, modify, publish, transmit, distribute, or sell the Content from the Portal.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations or any graphics separately from any accompanying text.

If you reproduce, modify, publish, transmit, distribute, or sell any part of the Content contained on the Portal in breach of these Terms of Use, your right to use the Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

The Johnson Matthey logo and the Johnson Matthey name and all product names referred to on the Portal website are trademarks of the Johnson Matthey Group of companies. You are not permitted to use any trademarks of Johnson Matthey without our prior written consent.

Limitations of Liability

The material and information contained on this Portal is provided by us in good faith on an "as is" basis and all users must verify the information before using the information. We do not make any representation or warranty that the information contained on the Portal is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Portal.

The material and information displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and other members of our group of companies hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Portal or in connection with the use, inability to use, or results of the use of the Portal, any materials and information posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a

fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

You agree that the limitations and exclusions set out in these Terms of Use are reasonable having regard to the relevant circumstances and the use you are permitted to make of the Portal.

Indemnity

You indemnify us and our affiliates, partners, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you or by any person using your Login Information (whether or not you have authorised that person to use your Login Information) to comply with these Terms of Use.

Information about you and your visits to our site

We process information about you in accordance with our [Privacy Policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Cookies

We may collect general information to find out how you access and use the Portal. This includes the use of "cookies". Please refer to our [Cookie Notice](#) for more information.

Viruses, hacking and other offences

You must take your own precautions to ensure that the process which you employ for accessing this Portal does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Portal.

You must not misuse the Portal 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 Portal, the server on which the Portal is stored, or any server, computer or database connected to the Portal. You must not attack the Portal 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 the Portal will cease immediately.

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

Confidentiality

The term "Confidential Information" means but is not limited to trade secrets and all information which is not in the public domain, delivered by one party to the other party pursuant to the use of the Portal or passed or transmitted via the Portal, in whatever form or medium.

All Confidential Information shall be kept secret by the receiving party and shall be used by the receiving party only for purposes set out in these Terms of Use. The receiving party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except that each party may disclose Confidential Information as necessary in the performance of any agreement incorporating these Terms of Use or operation of the Portal and to comply with any requirement of law or regulatory body requiring such disclosure.

These obligations of confidentiality do not apply to any information which is already in the public domain, other than through a breach by a party of this obligation, or which is required to be disclosed by law or a regulatory body.

Language

If the Contract is translated into any other language and/or a bilingual version is used, the English language version shall prevail.

Jurisdiction and applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, the use of the Portal and we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
