

TERMS OF WEBSITE USE - EFFECTIVE DATE: 16 March 2017

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of this website (“our site”), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Our site is intended for those who access it from the United Kingdom. Therefore, we cannot guarantee that our site or the information on it complies with or is appropriate for use in other places.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

[Other applicable terms](#)

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

[Information about us](#)

The domain name www.Pembroke-Refinery-Cogen.cymru used to access this site is owned by Valero Energy Ltd (“we” or “us” or “our”). We operate this site, and we own or are licensed to use the content on this site. We are a limited company and are registered in England and Wales under company number 8566216 and have our registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX, England. Our main trading address is 1 Westferry Circus, Canary Wharf, London E14 4HA. Our VAT number is GB238924044.

[Changes to these terms](#)

We may revise these terms of use at any time by amending this page. When we make changes to these terms of use, we will revise the “Effective Date” above. Please check this page from time to time to take notice of any changes we made, as your continued use of our site after such changes shall be deemed to be your acceptance of such changes.

[Changes to our site](#)

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

[Accessing our site](#)

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our site. 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 other applicable terms and conditions, and that they comply with them.

[Intellectual property rights](#)

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. 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, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

[No reliance on information](#)

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. Although we make reasonable efforts to

update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

[Limitation of our liability](#)

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue
- business interruption
- loss of anticipated savings
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage

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

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

[Viruses](#)

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software. You must not misuse our site 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 our site, the server on which our site is stored or any server, computer or database connected to our site. 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.

[Linking to our site](#)

You may not link to our site, unless you have obtained our permission in advance. If you are provided with permission to link to our site, you must comply with the following requirements:

- you may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
- you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- you must not establish a link to our site in any website that is not owned by you; and
- our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our [acceptable use policy](#).

[Third party links and resources in our site](#)

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. We have no liability for any loss or damage you may suffer as a result of your use of such sites and resources.

[Applicable law](#)

Please note that these terms of use, its subject matter and its formation, are governed by English law.

We both agree to the exclusive jurisdiction of the courts of England and Wales.

[Contact us](#)

To contact us, please use the [contact form](#). Thank you for visiting our site.

ACCEPTABLE USE POLICY- EFFECTIVE DATE: 16 March 2017

This acceptable use policy sets out the terms between you and us under which you may access this website ("our site" or "this site"). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our [terms of website use](#).

[Information about us](#)

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[Prohibited uses](#)

You may use our site only for lawful purposes. You may not use our site:

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. For the purpose of harming or attempting to harm minors in any way. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam). 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 reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our [terms of website use](#).
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

[Changes to the acceptable use policy](#)

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make. When we make changes to this policy we will revise the “Effective Date” above. Your continued use of our site after such changes shall be deemed to be your acceptance of such changes. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.