

Access Agreement:

FLI Structures Online Screw Pile Design Tool Access Agreement

This Access Agreement (the “Agreement”) governs your access to and use of the **FLI Structures Online Screw Pile Design Tool** (the “Tool”). By using the Tool, you indicate your acceptance of this Agreement and agree to be bound by its terms. For the purposes of this Agreement, "FLI Structures" refers to FLI Structures Ltd. and its affiliated companies, and "User" refers to the individual or entity accessing the Tool for business purposes.

By using this Tool, you agree to the following:

A. Access and Use

1. **Permitted Use:** Your access is limited to viewing and utilising the Tool for legitimate business purposes. Any unauthorised attempt to access other systems, modify data, or use the Tool for unintended purposes is strictly prohibited.
2. **Accuracy of Inputs:** Users are responsible for providing accurate and complete data when using the Tool.
3. **Legitimate Business Purpose:** Any information or outputs from the Tool must be used solely for legitimate business purposes related to screw pile design.

B. Responsibilities of FLI Structures

1. **Guidance Only:** The calculations, data, and results generated by the Tool are for guidance purposes only. These are based on established engineering principles, formulas, and safety factors based on FLI Structures’ technical experience. Results must be verified for specific project conditions.
2. **On-Site Validation:** Due to variations in soil and other site-specific conditions, Users are responsible for performing on-site testing and validation of the results.
3. **Modification Disclaimer:** FLI Structures is not responsible for the accuracy or safety of results modified or misused by the User. Unauthorised alterations may lead to non-compliance with safety standards.
4. **No Guarantees:** The Tool is provided “as is.” FLI Structures makes no guarantees regarding the accuracy, reliability, or suitability of results for specific applications. Users must consult with qualified professionals before finalising designs.
5. **Limitation of Liability:** FLI Structures will not be liable for:
 - o Any direct, indirect, or consequential losses arising from the use of the Tool.

- o Loss of profits, revenue, business, or data due to reliance on outputs from the Tool. However, liability for personal injury or death caused by negligence is not excluded by Law.

C. Responsibilities of the User

1. **Professional Use:** The Tool is intended for use by professionals. It is not a substitute for engineering judgment or professional advice.
2. **Project Responsibility:** Users are responsible for ensuring that results meet project requirements and comply with applicable regulations.
3. **Third-Party Advice:** Users must not provide third-party advice based on outputs from the Tool without FLI Structures' written consent.
4. **Lawful Use:** Users must use the Tool lawfully and avoid any actions that could compromise its integrity or functionality.

D. Intellectual Property Rights

1. All content and intellectual property associated with the Tool belong exclusively to FLI Structures. Users gain no ownership rights and may not reproduce, distribute, or modify the Tool or its outputs without prior consent.
2. The Tool's data, designs, and calculations are protected by copyright and other intellectual property laws.

E. Security and Access

1. **Confidential Credentials:** User credentials (e.g., login and password) must remain confidential. Sharing credentials is prohibited and may result in account termination.
2. **Security Measures:** FLI Structures implements security measures to protect the Tool. However, Users assume the risk of unauthorised access or data breaches.

F. General Provisions

1. **Updates:** FLI Structures reserves the right to update this Agreement or the Tool at any time. Continued use of the Tool indicates acceptance of these changes.
2. **Governing Law:** This Agreement is governed by the laws of England and Wales. Disputes will be resolved under the exclusive jurisdiction of the English courts.

By accessing and using the **FLI Structures Online Screw Pile Design Tool**, you acknowledge that you have read and understood this Agreement and agree to its terms.