

Thank you for visiting CyberScale's website: www.cyberscale.co.uk (the "Website").

These Terms of Use and any documents referred to in it set out our terms for your use of the Website. If you continue to browse and use the Website you are agreeing to comply with and be bound by these Terms of Use, which together with our Privacy Policy, Cookies Policy and Terms & Conditions of Service govern our relationship with you in relation to the Website.

IF YOU DISAGREE WITH ANY PART OF THESE TERMS OF USE PLEASE IMMEDIATELY STOP USING THE WEBSITE.

CYBERSCALE LTD is a company incorporated and registered in England and Wales with company number 04493885 whose registered office is at The Enterprise Centre, University of East Anglia, Norwich NR4 7TJ, England ("**CyberScale**").

OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of the Website:

- 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;
- our **Cookies Policy**, which sets out information about the cookies on the Website; and
- the **CyberScale Terms & Conditions of Service** will apply to any services provided by us to you.

Website Access

We grant access to users of our Website on a temporary basis only. We are entitled to restrict access to the Website at any time, and will not be liable to you if the Website is unavailable. We may limit the availability of the Website or any service described on the Website to any person or geographic area at any time.

You are responsible for ensuring that you have appropriate equipment and arrangements to allow you to use the Website. If persons other than you will access the Website using your internet connection, you are responsible for bringing these Terms of Use to their attention and ensuring that they abide by them.

Using the Website

You agree that your use of the Website will not be in such a way which could cause:

- the Website to be interrupted, damaged or impaired (by uploading a virus or otherwise);
- offence or detriment to any other person who uses the Website or any services offered;
- CyberScale, you or any other user of the Website to be in breach of applicable law or regulation; or
- detriment to any person who supplies services to CyberScale in connection with the Website.

Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.

Relying on content on the Website

The information and content on the Website is for your general information only and no representations are made, or warranties or guarantees given, that the information and content is correct, up-to-date or complete. We reserve the right to alter content on the Website as we deem necessary or appropriate. We are not obligated to keep any content or information on the Website updated.

Security

Your communications with us through the Website are at your own risk and, due to the nature of the Internet, we do not guarantee that any communication sent in this manner will reach us safely or without being intercepted.

Viruses, hacking and other offences

You are responsible for ensuring that you have effective virus protection software and we do not guarantee that our Website is or will be free of viruses. You will not knowingly introduce viruses or other malicious or technologically harmful material to our Website, misuse our Website, attempt to gain unauthorised access to our Website by any means, or attack (or attempt to attack) our Website with denial-of-service or distributed denial-of-service attacks.

Any breach of this clause is a criminal offence under the Computer Misuse Act 1990 and your permitted use of the Website will be withdrawn immediately. We will treat any breach of this clause extremely seriously. Offences or attempted offences will be reported to the relevant authorities and we will fully support their investigations by any means necessary, including by disclosing your identity.

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 or other proprietary material due to your use of the Website or due to your downloading of any content from it, or on any website linked to it.

Linking to our Website

You are permitted to link to the homepage of our Website, providing that the way in which you do so is fair and legal, our reputation is not damaged (or taken advantage of), or that you do not attempt to suggest that you are associated with us in any way, including any suggestion made that we endorse or approve you.

For further enquiries, or if you wish to make any use of any other material on our Website other than that stated above, please contact us at info@cyberscale.co.uk.

Third party links from our Website

Links or information may appear on our Website which belong to third parties. Such links and/or information are strictly for your information only. We will not be responsible for the content of websites linked on the Website and will not be liable for any loss or damage that may arise from your use of them as we do not have control over the content of the linked websites or information.

Intellectual Property

This Website and the material contained on it is owned by, or licensed to, us. This material includes, but is not limited to content, designs, layout, look, appearance and graphics. Those works are protected by various intellectual property right laws and treaties around the world. All such rights are reserved.

If you wish to use any content on the Website, you must obtain our prior written consent.

Any unauthorised reproduction or use of the Website or the any material contained on it may be subject to prosecution, particularly for infringement of copyright.

If you use any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have accessed through the Website.

Limitation of Liability

Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, 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 the Website or any content on it, whether express or implied. You acknowledge that you are solely responsible for the use to which you put the Website and all the information that you obtain from it.

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, the Website;
- use of or reliance on any content displayed on the Website;
- any errors or omissions on the Website;
- any loss or damage caused by a virus, distributed denial-of-service attack; or
- loss or damage from any third party website links.

Please note that in particular, we will not be liable for: loss of profits, sales, contract, use, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; pure economic loss; or any indirect or consequential loss or damage.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services by us to you, which will be set out in the CyberScale Terms & Conditions of Service.

Variations

We may update these Terms of Use or any of the documents which are referred to herein from time to time and we will do so by amending the relevant web page. You should occasionally check this page to check if there have been any changes as you will be bound by them. We recommend that you print a copy of these Terms of Use for future reference.

Severability

If any part of these Terms of Use is found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of its terms. These Terms of Use shall be deemed amended by modifying or severing such part as necessary to render them valid, legal and enforceable whilst preserving their intent or, if that is not possible, by substituting another provision that is valid, legal and enforceable that gives equivalent effect to the parties intent. Any such invalid or unenforceable part or parts shall be severable from these Terms of Use in any other jurisdiction and the validity of the part(s) in question shall not be affected thereby.

Jurisdiction and Applicable Law

These Terms of Use, including any non-contractual obligations, are governed by English law and you agree to irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Queries

If you have any queries about the Website or these Terms of Use, please contact us at info@cyberscale.co.uk.

Last Updated: July 2017