

## Website Terms of Use

### 1. Who Are We?

CSS Assure is the trading name of Cyber Security Strategies Limited. We are a company registered in England. Our Company Registration Number is: 11070817, and our Registered Office is Michael House, Castle Street, Exeter, Devon EX4 3LQ.

### 2. Permitted Use of The Website

You may use the Website, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Website (singly or collectively, the "Content") solely for your non-commercial, personal purposes and/or to learn about CSS Assure products and services, and solely in compliance with these Terms of Use.

### 3. Prohibited Use of The Website

By accessing the Website, you agree that you will not:

- Use the Website in violation of these Terms of Use;
- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Website, or otherwise attempt to discover any source code, or allow any third party to do so;
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Service in any way;
- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the CSS Assure servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- Use the Website in any manner that damages, disables, overburdens, or impairs the website or interferes with any other party's use and enjoyment of the Website;
- Mirror or frame the Website or any part of it on any other website or web page.
- Attempt to gain unauthorized access to the Website;
- Access the Website by any means other than through the interface that is provided by CSS Assure for use in accessing the Website;
- Use the Site for any purpose or in any manner that is unlawful or prohibited by this Agreement.
- Any unauthorized use of any Content or the Site may violate patent, copyright, trademark, and other laws.

### 4. Website Content

CSS Assure own all the rights to all the materials contained in the website, and the information the Website collects (we refer to all this as 'the content'). This includes intellectual property, current or future patents, copyright, database rights and trademarks.

When using this Website, you may:

- View and display the content on a computer screen;
- Print individual pages on paper or make a reasonable number of photocopies (or both); and
- Store the content in electronic form on your computer's hard drive for your personal, non-commercial use only.

You must not copy, pass on, sell, publish or make profit from any of the content without first getting our written permission. The content includes a number of trademarks that are owned by us. By making the trademarks available on our website, we are not giving you any permission to use them.

## 5. **Our Guarantee**

Any content included on our Website is only for general information, and we provide it as it becomes available. We take reasonable care to check that the content is accurate and complete before we publish it on the Website. However, because we get the content from a number of different sources - and because of the issues involved with providing information through the Internet - we cannot guarantee that the content will always be accurate, available, complete or fit for any particular purpose.

We do not guarantee that the Content is free from malware; or warrant that files available for downloading through the Website will be free of infection by software viruses or other harmful computer code, files or programs; or that you will always be able to use the Website without any interruption or error. If you download any content or files to your computer or take the content from the Website in any other way, you do so at your own risk. We will not be responsible for any damage to your computer or any of the information on it.

CSS Assure do not accept any responsibility for any mistakes, errors or other faults in the Website and the content, or for how you use the Website and the Content.

## 6. **Disclaimers and Limitations of Liability**

CSS Assure and its service providers, licensors and suppliers make no representations about the suitability, reliability, availability, timeliness, security or accuracy of the site or the content for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, service and related graphics are provided "as is" without warranty or condition of any kind. CSS Assure and its service providers, licensors and suppliers hereby disclaim all warranties and conditions of any kind with regard to the site and the content, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. No statement or information, whether oral or written, obtained from CSS Assure in any means or fashion shall create any warranty not expressly and explicitly set forth in this agreement. The content may include inaccuracies or typographical errors.

To the maximum extent permitted by applicable law, in no event shall CSS Assure and its service providers, licensors or suppliers be liable for any direct, indirect, punitive, incidental, special, consequential, exemplary or other type of damages, including without limitation damages for cover or loss of use, data, revenue or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site, or for any content, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability, the failure of any limited remedy to achieve its essential purpose, or otherwise, even if CSS Assure or any of CSS Assure's suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

If, notwithstanding the other terms of this agreement, CSS Assure is determined to have any liability to you or any third party for any loss, harm or damage, you agree that the aggregate liability of CSS Assure and its officers, directors, managers, employees, affiliates, agents, contractors, service providers, licensors or suppliers shall in all cases be limited to ten pounds.

## 7. Indemnity

You understand and agree that you are personally responsible for your behaviour on the Website. In using the CSS Assure Website, you agree fully to indemnify, defend and hold CSS Assure, its parent company, our officers, directors, employees, business partners, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

## 8. Information You Post or Provide

You represent that you have all right, title, and interest to information you post on the Website or provide to CSS Assure ("Information"), including but not limited to any consent, authorisation, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Information, and that posting such Information does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all Information contained in the posted Information is true and your own work or work you are authorised to submit, and that the posted Information do not contain any illegal, threatening, harassing, libellous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Information you supply do not violate these Terms of Use.

## 9. Third Party Links

Links on the Website to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Website. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by CSS Assure of the third party, the third-party website, or the information there. CSS Assure is not responsible for the availability of any such websites. CSS Assure is not responsible or liable for any such websites or the content thereon. If you use the links to the websites of CSS Assure affiliates, partners or service providers, you will leave the Website and will be subject to the terms of use and privacy policy applicable to those websites.

## 10. Your Privacy

CSS Assure take your privacy very seriously and observe UK and EU data protection laws. Any personal information that you give to us, or we collect from you, when you use the Website shall only be used in line with our Privacy Notice. A copy of which can be viewed at [www.cssassure.com/privacy-notice](http://www.cssassure.com/privacy-notice).

## 11. General Provisions

Website content may contain typographical errors or other errors or inaccuracies and may not be complete or current. CSS Assure reserves the right to correct any errors, inaccuracies or omissions and to change or

update the Content at any time without prior notice. CSS Assure does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

## 12. **Applicable law**

Should any court, with the appropriate authority, finds that any part of these terms are not valid, this will not affect the validity of any of the other terms in this notice. If you or we fail to take advantage of any right we have under these terms, it does not mean you or we are giving up that right.

These terms will be governed by, and interpreted in line with, English law. You agree that the English courts will have full authority to settle any dispute that may arise out of or in connection with these terms.

We may make changes to any part of the Website or the content (including these terms) at any time. We will tell you about any changes to these terms by showing the date of the changes in the 'Last updated' section below. By using the website after the date, we make any changes, you are agreeing to the changes.

**Last updated: 26 May 2019**