

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE

What's in these terms?

These terms tell you the rules for using our website www.metrixcloud.co.uk (**our site**).

Click on the links below to go straight to more information on each area:

- *Who we are and how to contact us.*
- *By using our site you accept these terms*
- *There are other terms that may apply to you*
- *We may make changes to these terms*
- *We may make changes to our site*
- *We may suspend or withdraw our site*
- *You must keep your account details safe*
- *How you may use material on our site*
- *Do not rely on information on our site*
- *We are not responsible for websites we link to*
- *User-generated content is not approved by us*
- *When we are responsible for loss or damage suffered by you*
- *We are not responsible for viruses and you must not introduce them*
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Who we are and how to contact us

The website www.metrixcloud.co.uk (**our site**) is operated by Metrixcloud Limited (**we** or **us**). We are a limited company. We are registered in England and Wales under company number 10059308 and have our registered office at 27 Old Gloucester Street, London, WC1N 3AX.

To contact us, please email info@metrixcloud.co.uk [or telephone us on 020 3876 3644].

By using our site you accept these terms

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, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

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

- Our Privacy Policy www.metrixcloud.co.uk/legal-information/, 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 User Access Terms www.metrixcloud.co.uk/legal-information/, which sets out the permitted uses and prohibited uses of our Training Portal. When using our Training Portal, you must comply with the User Access Terms.
- Our Cookie Policy www.metrixcloud.co.uk/legal-information/, which sets out information about the cookies on our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

Our site, except for the Training Portal, is made available free of charge. There is a charge for accessing the cybersecurity training available via our Training Portal.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on cybersecurity 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.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

Our Training Portal includes information and materials uploaded by users of the site who are engaging in training via the Training Portal, including to the forum and [video chat]. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on www.metrixcloud.co.uk/contact/.

Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you 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.

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 are not responsible for viruses and you must not introduce them

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 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 that 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.

Rules about linking to our site

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.

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.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@metrixcloud.co.uk.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Issued December 2017.