

## **METRIXCLOUD LIMITED**

### **USER ACCESS TERMS**

**Please read these terms carefully before accessing our Training Portal.**

#### **What's in these terms?**

These user access terms set out the rules which apply when you access the training materials and other content via our Training Portal or through our Training Portal make contact with other users or interact with our site in any other way.

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*

*Prohibited uses*

*Interactive services*

*Content standards*

*How you may use material on our site*

*Breach of these terms*

*Which country's laws apply to any disputes?*

#### **Who we are and how to contact us**

The Training Portal 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](mailto:info@metrixcloud.co.uk)

#### **By using our Training Portal you accept these terms**

By using our Training Portal, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms then please speak to your employer or the organisation which has arranged for you to undertake training through our Training Portal immediately.

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

## **There are other terms that may apply to you**

Our terms of website use [www.metrixcloud.co.uk/legal-information/](http://www.metrixcloud.co.uk/legal-information/) also apply to your use of our site.

## **We may make changes to these terms**

We amend these terms from time to time. Every time you access the Training Portal, please check these terms to ensure you understand the terms that apply at that time.

## **Prohibited uses**

You may use our Training Portal only for lawful purposes. You may not use our Training Portal:

- 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 [www.metrixcloud.co.uk/legal-information/](http://www.metrixcloud.co.uk/legal-information/);
- 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 [www.metrixcloud.co.uk/legal-information/](http://www.metrixcloud.co.uk/legal-information/);
- 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.

## **Interactive services**

We may from time to time provide interactive services on our site, including, without limitation:

- Forums;
- Messaging via the Training Portal;
- Video Chat (where available);
- Text Chat (where available).

**(interactive services.)**

We do not moderate the interactive service. Your employer may moderate the interactive services.

### **Content standards**

These content standards apply to any and all material which you contribute to our site including to the interactive services (**Contribution**).

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts);
- Be genuinely held (where it states opinions); and
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person;
- Be obscene, offensive, hateful or inflammatory;
- Promote sexually explicit material;
- Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Infringe any copyright, database right or trade mark of any other person;
- Be likely to deceive any person;
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Promote any illegal activity;
- Be in contempt of court;
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person;
- Give the impression that the Contribution emanates from Metrixcloud, if this is not the case;
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or

- Contain any advertising or promote any services or web links to other sites.

### **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our Training Portal, and in the Materials available through 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 Training Portal for your personal use while carrying out the Training.

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 Training Portal must always be acknowledged.

If you print off, copy or download any part of the materials available via our Training Portal in breach of these terms of use, your right to use our Training Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Breach of these terms**

When we consider that a breach of these User Access Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these User Access Terms constitutes a material breach of the terms of use [www.metrixcloud.co.uk/legal-information/](http://www.metrixcloud.co.uk/legal-information/) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site;
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site;
- Issue of a warning to you;
- Notifying your employer of the breach which has occurred;
- Legal proceedings against you or your employer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you or your employer; and/or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these User Access Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

**Which country's laws apply to any disputes?**

These terms, their subject matter and 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.