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### Legal Agreement

Please read these terms and conditions of use of the Website (the “Terms”) carefully as by accessing and using any of the Websites you agree to be legally bound by the Terms, which shall take effect immediately on your first use of any Website. If you do not agree to these Terms, you are not entitled to use the Website and must immediately leave it. We reserve the right to vary these Terms at any time and will post any variations here. You are advised to review the Terms on a regular basis as you will be deemed to have accepted variations if you continue to use any Website after they have been posted. The Website may contain other terms, notices and regulations, which must be observed and followed. If there is any conflict between the general terms in this document and any specific terms appearing elsewhere on any Website then the latter shall prevail.

The Website contains a selection of general information concerning Xoserve. Any of its contents may be modified, deleted and updated at any time by Xoserve without notice.

For clarity, in these terms “**you**” and “**your**” means any natural or legal person who uses the Website and each entity on whose behalf such user acts.

### Using the Website

If you are asked to provide us with information in connection with the Website, you agree to provide current and complete details, and to notify us promptly of any changes in this mandatory information. It may not be possible to provide you with responses if you do not provide the minimum mandatory information required.

Any personal details or other personally-identifiable information that you provide to Xoserve, whether in response to a request for mandatory or optional information or otherwise, will be processed in accordance with the Website’s privacy policy statement which forms part of these Terms (the “[Privacy Policy Statement](#)”) and applicable data protection and privacy laws. For the avoidance of doubt, by using this Website you consent to such processing and warrant that all data provided by you is accurate.

You agree to use the Website only for lawful purposes and to comply with all applicable laws, regulations and codes of conduct in connection with your access and use of the Website, and to access and use it in a way that does not infringe the rights of, restrict or inhibit anyone else’s use and enjoyment of them. You agree that you will always respect the privacy of your fellow internet users. You agree to be solely responsible for all things arising from your use of the Website.

You agree not to:

- impersonate another person or use a false name or a name you are unauthorised to use or create a false identity or e-mail address or try to mislead us or others as to the identity or origin of any communications or provide inaccurate or unreliable contact details;
- modify, access or make available data stored on a computer or device which you have accessed through our network, when the owner of the data, computer or device has taken steps to prevent you from doing this or has expressed a wish that you do not do this;
- make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (e.g. names or addresses) without their prior consent;
- damage, interfere with or disrupt access to the Website or do anything which may interrupt or impair its functionality;
- use the Website in any way to send unsolicited (commercial or otherwise) e-mail (“**Spam**”) or

- any material for marketing or publicity purposes, or any similar activities;
- save as authorised in these Terms or as agreed in writing between you and us, resell any part or aspect of the Website;
- publish, post, distribute, disseminate or otherwise transmit defamatory, offensive, infringing, obscene, sexually orientated, indecent or other unlawful or objectionable material or information;
- threaten, harass, stalk, abuse, disrupt, or otherwise violate the rights (including the data protection rights and rights of privacy and publicity) of others;
- make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, 'trojan horses', 'worms' or any other harmful software;
- falsify the true ownership of software or other material or information contained in a file made available via the Website;
- obtain or attempt to obtain unauthorised access, through whatever means, to computer systems or areas of our, or any of our partners', networks which are identified as restricted;
- disclose any security details, such as logins or passwords, to any third parties or fail to keep such information secure; or
- use any data mining, robots, or similar data gathering and/or extraction methods in connection with the Website.

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In the event that Xoserve is found liable under these Terms, its total aggregate liability will be limited to £1,000. Since we do not charge you a separate fee for access to or use of the Website, you agree that these Terms, and in particular the limits on Xoserve's liability and obligations, are fair and reasonable.

## **Indemnity**

You assume all responsibility and risk of loss resulting from your use of the Website, including your conduct on the Website and/or any material you upload to or access from the Website. You agree to indemnify and hold Xoserve and any of its subsidiaries, affiliates, officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses of any kind incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from such use by you of the Website and/or from any breach by you of these Terms, including (without limitation) the uploading by you of any material to the Website whether in breach of these Terms or otherwise.

## **Restrictions and Intellectual Property Rights**

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## **Information and Materials Submitted to Xoserve or Posted on Xoserve Websites**

Subject always to the terms of the Privacy Policy Statement, where you submit or post any materials or information to Xoserve on or via the Website ("Information") you agree that such Information will not be considered confidential and by submitting or posting the Information you grant Xoserve and its subsidiaries and affiliates a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, do relative works from, distribute, perform, play, make available to the public, copy and otherwise freely use and sub-license the Information without restriction (including as we are required or requested to do by law or any regulatory body or law enforcement organisation) unless otherwise agreed in writing between you and us. If you do not want to grant the rights set out above, do not submit any Information to Xoserve.

You further agree that Xoserve is free to use any ideas, concepts, know-how, or techniques that you send to us for any purpose. However, Xoserve will not release your name or otherwise publicise the fact that you submitted Information to us unless: (a) we obtain your permission to use your name; or (b) we notified you, before you submitted the Information, that it could be released or otherwise published in association with your name; or (c) we are required to do so by law.

By submitting Information, you warrant that the Information is:

- a) your own original work and that you have the right to make it available to Xoserve and grant the licences described above;
- b) not defamatory and does not breach any law or any third party's intellectual property or other rights; and
- c) true, accurate, current and complete.

You agree that you will only post or submit Information for the purposes of properly using the Website

and shall ensure that all Information submitted or posted by you is lawful and not harassing, defamatory, abusive, threatening, harmful, obscene, sexually orientated, offensive or otherwise objectionable and does not breach the rights of others.

## **Monitoring**

Without prejudice to the Privacy Policy Statement, we reserve the right to monitor and track your visits to the Website.

## **Costs of Access**

You shall be responsible for obtaining access to the internet in order to view the Website and shall pay any service fees, broadband charges or other costs associated with such access.

## **Viruses, Security and Compatibility**

While certain precautions have been taken to detect computer viruses and ensure security, we cannot guarantee that the Website is virus-free or secure and Xoserve shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. You shall therefore be responsible for protecting your computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures necessary. Xoserve gives no warranties as to the compatibility of the Website with your computer systems, software and/or hardware.

## **Availability**

Xoserve reserves the right, exercisable at any time with or without notice and without prejudice to any other accrued rights: (i) to modify or discontinue, temporarily or permanently your access to or use of the Website; and (ii) to remove or change any information or material on the Website. You agree that Xoserve will not be liable to you for any loss or damage whatsoever in respect of any action it takes pursuant to this paragraph.

## **Other Websites and Links**

From time to time we will make available to you hypertext links from the Website to third party sites both within and outside the European Union. These sites are not in any way approved, checked, edited, vetted or recommended by Xoserve and you agree that Xoserve shall not be liable in any way for the content or availability of such sites or for any dealings that you may have, or the consequences of such dealings, with such third party site operators. In particular, you understand and agree that when you access a third party site, even one that may contain the Xoserve logo: (i) such third party site is independent from Xoserve; (ii) Xoserve has no responsibility for or control over the content on any third party website, even if linked to from the Website; (iii) any dealings you have with such third party site operators shall be on the terms and conditions (if any) of the third party operator (or as otherwise agreed by you and the third party operator); (iv) Xoserve shall have no liability whatsoever in relation to any such dealings, and provides no warranty whatsoever as to any goods or services purchased or obtained by you from third parties or offered by third parties to you through the Website.

You accept that you are solely responsible for your dealings with any third parties, including advertisers and/or merchants, through the Website, and for the terms, conditions, warranties or representations applicable to your dealings with such third parties.

## **General**

If any provision of these Terms, or any part of a provision of these Terms, is found to be illegal, invalid or unenforceable, the remaining provisions, or the remainder of the provision concerned, shall continue in effect. A failure or delay by Xoserve in enforcing compliance with any provision of these Terms shall not be a waiver of that or any other provision of these Terms. None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party. You may not assign, transfer, sub-contract or delegate any of your rights or obligations under these Terms. The headings used in these Terms are for convenience only and shall not affect interpretation. In these Terms, unless specified to the contrary, use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a

corporation, a partnership and any other body or entity; and (in each case) vice versa.

### **Entire Agreement**

These terms constitute the entire agreement and understanding between Xoserve and you and shall supersede any prior agreement or representation in respect of your use of the Website.

### **Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to a visit to our Website.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

### **Your Concerns**

If you have any concerns or questions about material which appears on our Website, please contact us at [contactxoserve@xoserve.com](mailto:contactxoserve@xoserve.com)

Thank you for visiting our site.