



## **WEBSITE TERMS OF USE (“TERMS”)**

**PLEASE READ THESE TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE WEBSITE MYGOLDCLOUD.COM (“WEBSITE”).**

**BY ACCESSING THE WEBSITE YOU SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU SHOULD IMMEDIATELY CEASE USING THE WEBSITE.**

**WE MAY MODIFY THESE TERMS AT ANY TIME, ANY SUCH MODIFICATIONS ARE EFFECTIVE IMMEDIATELY FROM THE TIME THEY ARE INCLUDED ON OUR WEBSITE. YOU AGREE TO REVIEW THESE TERMS REGULARLY TO ENSURE YOU ARE AWARE OF ANY SUCH MODIFICATIONS.**

### **1. GENERAL INFORMATION**

References to “MyGoldCloud”/“We”/“Our”/“Us” means Location Extreme (UK) Limited, company number 04022369, whose registered address is Building F5 South, Culham Science Centre, Abingdon OX14 3DB.

### **2. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

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

- (a) Our Privacy Notice [www.locationextreme.com/legal](http://www.locationextreme.com/legal) which sets out the terms on which we process any data we collect from you, or that you provide to us where we act as a data controller.
- (b) Our Cookie Policy [www.locationextreme.com/legal](http://www.locationextreme.com/legal) which sets out information about the cookies on our Website.

Where we provide services to you, the provision of those services shall be governed by the terms of our Master Services Agreement found here: [www.locationextreme.com/legal](http://www.locationextreme.com/legal).

### **3. INTELLECTUAL PROPERTY**

The copyright and all other intellectual property rights (including but not limited to database rights, trade marks, design rights and domain names in all cases whether registered or not and wherever arising) in all materials included on the Website (including without limitation, designs, texts, pictures, graphics, logos, images and the selection and arrangement of them) and all software in the Website belong to us or our licensors. All rights are reserved.

Whilst you may print or download extracts from the Website for your personal use you may not otherwise download, copy, reproduce, redistribute, republish, transmit, adapt, alter, create derivative works from or otherwise extract or reutilise any material contained on the Website for commercial purposes without our prior written permission and unless you:

- (a) acknowledge us as the source of the material; and
- (b) inform the third party to whom you are disseminating the information of these Terms and the fact they apply to them.



Infringement of any intellectual property rights in this Website and/or the materials on the Website may lead to criminal and/or civil sanctions in the UK and/or in other countries.

#### **4. LINKING**

Linking to and/or framing of this Website without our prior written consent is strictly prohibited.

From this Website you may be able to access websites operated by others. Links to third party websites are provided solely for your convenience. We have not reviewed any of these third-party websites and do not control and are not responsible for these websites or their content or availability. We do not endorse such websites nor do we accept responsibility for any damage or loss you may suffer from accessing such websites or any material on them.

#### **5. USER GENERATED MATERIAL**

The views and opinions expressed by other users on our Website do not represent our views or values.

#### **6. SERVICE ACCESS**

You are responsible for making all arrangements necessary for you to have access to the Website.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

#### **7. MALWARE, HACKING AND OTHER OFFENCES**

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

We do not, to the extent permitted by law, accept any liability (whether in contract, tort, negligence or otherwise) for any external compromises of security and/or confidentiality in relation to transmissions sent by email.

#### **8. USE OF WEBSITE AND EMAIL COMMUNICATION**

You shall only use the Website for lawful purposes.



When you use the Website and/or send us an email or submit a review or an enquiry, you are communicating with us electronically. You consent to all communications being sent to you electronically via the email address that you provide to us on registration or when you submit your details to contact us. You agree that such communications will satisfy any legal requirement for the communication to be in writing.

## **9. SITE CONTENT AND LIABILITY**

The information contained in this Website is provided on an “as is” basis. The information is given in good faith for general information only and is subject to change without notice. We shall use our reasonable efforts to ensure its accuracy but we make no representation and give no warranty as to its accuracy, fitness for purpose or otherwise. To the extent permitted by law, all such representations and warranties whether expressed or implied are excluded.

We accept no liability for any loss or damage howsoever arising, whether direct or indirect, special or consequential, which may be suffered by any person arising under or in connection with the use of, or inability to use the Website, accessing, downloading, using or relying on any information or other materials contained in this Website. In particular and without limitation, 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. Nothing in these Terms however, shall restrict or exclude our liability for death or personal injury resulting from our negligence or our liability for fraudulent misrepresentation or liability which we are otherwise not permitted by law to exclude or restrict.

Where you subscribe to any of our services, different limitations and exclusions of liability will apply to liability arising out of or in connection with those services which are set out in our Master Services Agreement & Data Processing Addendum.

## **10. NO WAIVER**

The failure on the part of us to enforce any part of these Terms shall not constitute a waiver of any of our rights hereunder for past or future actions.

## **11. SEVERANCE**

If any provision of these Terms is held to be invalid, illegal or unenforceable, such provision shall be struck out and the other provisions shall remain in force.

## **12. JURISDICTION**

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 law of England and Wales.

The courts of England and Wales will have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) or related to a visit to the Website (although we retain the right



to bring proceedings against you for breach of these Terms in your country of residence or in any other relevant country.

**13. CONTACT DETAILS**

Our contact details are as follows:

MyGoldCloud  
Location Extreme UK Limited  
Building F5 South  
Culham Science Centre  
Abingdon  
OX14 3DB  
Phone: 01865 528696  
Email:  
[sales@locationextreme.com](mailto:sales@locationextreme.com)