

# Terms and Conditions

## General Terms of Use

The terms set out in this electronic document (the "Terms and Conditions") apply to your access and use of this website and any other xoserve websites that do not expressly include separate terms of use (the "Websites" and each a "Website"). By accessing and using any of the Websites you agree to be legally bound by these 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 Websites and must immediately leave them. These terms can be changed at any time by xoserve by being reposted on this Website. Your continued use of any Website after changes are posted means you agree to be legally bound by the changed terms. The Websites 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 Websites contain a selection of general information concerning xoserve. Any of their contents may be modified, deleted and updated at any time by xoserve without notice.

## Disclaimers and Liability Limits

xoserve has made reasonable efforts to ensure the accuracy of the information and materials on the Websites but the information and materials may contain inaccuracies or typographical errors may not be complete and may be out of date. The Websites and all information and materials held on them are provided on an "AS IS" and "AS AVAILABLE" basis only and accordingly xoserve does not give or make any warranty, condition or representation (whether express or implied) in relation to them and xoserve excludes all representations, warranties and conditions in relation to them to the fullest extent permitted by law. Without limiting the generality of the previous sentence, xoserve expressly excludes all terms as to satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy and completeness.

**All liability for any direct, indirect or consequential loss or damage suffered or arising from the use of the Websites or from any reliance placed on any information or materials included on or accessed from them, is expressly excluded to the maximum extent permitted by law. Without limiting the generality of this, xoserve shall not be liable in contract, tort (including without limitation negligence) or otherwise howsoever for: (a) any direct or indirect loss of goodwill, reputation, profits, revenue, business or business opportunities, loss of anticipated savings or increased costs of working; or (b) any economic, special, indirect, incidental or consequential loss or damage whatsoever even if advised of the possibility of this arising out of or in connection with the Websites or any information or materials included on or accessed from them.**

**Nothing in these terms shall limit or exclude any person's liability for death or personal injury resulting from its/his/her own negligence or that of its/his/her employees agents or subcontractors or for fraud or for any other liability that cannot be excluded or limited by law.**

**xoserve does not warrant that functions contained in the Websites will be uninterrupted or error free, that defects will be corrected, or that the Websites or the server that makes them available are free of viruses or other electronic contaminants. You agree not to seek to introduce any viruses or other electronic contaminants to our computer systems and to maintain suitable virus checking/prevention and security facilities to prevent viruses or other electronic contaminants entering our or your computer systems and to prevent breaches of security of or network attacks on our or your computer systems.**

## Third Party Sites and Links

The use of information from third party websites accessed through hypertext links from the Websites is entirely at the user's risk. xoserve accepts no responsibility for the operation of such links. xoserve does not control any of these sites and is not responsible for their contents or the accuracy of any information accessed from them and **xoserve further expressly excludes to the maximum extent permitted by law, all liability for any loss or damage, whether direct, indirect or consequential, or arising from the operation or use of any such links or the use of or reliance on any information on sites accessed in this manner.**

## **Permitted Use, Restrictions and Intellectual Property Rights**

All rights in and to the contents of the Websites including without limitation all copyrights and all rights in trademarks, logos and service marks belong to xoserve or its licensors and no licence or other rights are granted to you to use this material except that xoserve gives you a limited, personal, non-transferable licence to view and print copies of such of the materials held on the Websites as you are authorised to access for your own personal non-commercial use. You shall ensure that our copyright notices are included in any copy of any part of the Websites made by you.

Except where expressly authorised in writing by xoserve, you may not copy, reproduce, modify, adapt, publish, download, post, broadcast, transmit, make available to the public, create derivative work from, or in any way commercially exploit any of the contents of the Websites. Nor may you transfer, licence, rent, lease or sell any information or materials obtained from the Websites or frame or create links to them (except that you may create links to the main page of this Website where and to the extent that we expressly permit you to do so from time to time provided that you ensure that any links are not misleading in any way and comply with any terms xoserve may require).

You agree to use the Websites only for lawful purposes and to comply with all applicable laws and regulations in connection with your access and use of the Websites, and to access and use them in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of them. In particular you will not access or try to access any parts of the Websites which you are not authorised to access. In addition, you agree not to use any data mining, robots, or similar data gathering and/or extraction methods in connection with the Websites.

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

Where you submit or post any materials or information to xoserve on or via the Websites ("Materials") you agree by doing this to grant xoserve and its affiliated companies a worldwide, perpetual 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 Materials without restriction. If you do not want to grant the rights set out above, do not submit any Materials to xoserve.

By submitting Materials, you warrant that the Materials are:

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

You agree to indemnify xoserve and its affiliated companies against all losses, liabilities, costs, claims, expenses incurred in connection with any breach of the above warranty and you waive any moral rights in your Materials.

You agree that you will only post or submit Materials for the purposes of properly using the Websites and shall ensure that all Materials submitted or posted by you are lawful and not harassing, defamatory, abusive, threatening, harmful, obscene, sexually orientated, offensive or otherwise objectionable or breach the rights of others.