

Cyber Business Secure Terms and Conditions

Date of last revision: July 2019

THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THIS WEBSITE AND THE SALE AND PURCHASE OF SERVICES THROUGH CYBER BUSINESS SECURE SO PLEASE READ THEM CAREFULLY.

1. Introduction

1.1 We are Cyber Business Growth Limited, a company registered in England (company number 09865244). Our business is based in England and our registered office is 10 Orange Street, Haymarket, London WC2H 7DQ. Our VAT number is 238223125.

1.2 We sell subscriptions to cyber security software services (Services) on behalf of third party service providers (Providers) through our Cyber Business Secure web portal at www.cyberbusinesssecure.com (Website). Cyber Business Secure is a trading name of Cyber Business Growth Limited.

1.3 These terms and conditions set out our commitment to you and your commitment to us in respect of your use of the Website and the sale and purchase of Services. If you wish to purchase Services then we require you to accept these terms and conditions as part of the purchase process. If you use the Website without purchasing Services then these terms and conditions will still apply to your use.

PURCHASING SERVICES

2. Purchase of Services offered on the Website

2.1 We offer subscriptions to Services provided by a number of third party Providers. Further details of the Services and subscriptions that we offer and the Providers of those Services may be found on the Website.

2.2 Where you subscribe to a Service through the Website:

(a) we sell the Service to you as agent for and on behalf of the relevant Provider; and

(b) you enter into a contract with the relevant Provider on the Provider's standard terms and conditions applicable to that Service (Service Terms), which will be provided to you as part of the subscription process. We are not party to any such contract and we shall have no obligations or liability to you under any such contract.

2.3 We do not provide any of the Services that we sell ourselves and we do not accept any responsibility for the provision of the Services to you by the relevant Providers. Your rights against the Provider of a Service are set out in the applicable Service Terms.

2.4 We do not guarantee or give any assurances with respect to the suitability or appropriateness of any Services that are offered or promoted on the Website that you purchase with respect to your (or the person on whose behalf you are acting) business or with respect to the intended use or application of those Services.

3. Subscription process

3.1 You may subscribe for Services at any time by following the online subscription process on the Website. The Website explains how to complete the subscription process and the features of each Service and subscription option. As part of the subscription process, you will have the opportunity to review and amend your order before submitting it.

3.2 Before submitting an order for Services, you will be asked to confirm that you accept and agree to be bound by:

(a) these terms and conditions; and

(b) the Service Terms for the Services you have ordered.

You may not subscribe to or use any Service if you do not accept both these terms and conditions and the applicable Service Terms.

3.3 By submitting an order for Services, you warrant and represent to us that (i) you are subscribing to the Services in the course of your business; (ii) all of the information that you have provided as part of the subscription process is complete, accurate and up to date; and (iii) where you purchase Services on behalf of another person (such as an end user client on whose behalf you are acting), you are authorised to accept these terms and conditions and the Service Terms on that person's behalf.

3.4 Once you have submitted an order for Services, we will determine (at our sole discretion) whether or not we are able to accept your order for the Services set out in the order on behalf of the relevant Providers. We offer no guarantee that your order for Services will be accepted. You may not withdraw or cancel an order for Services that you have submitted using the Website unless we agree otherwise in writing (which may be by email) and, where we agree that you may withdraw or cancel an order for the Services, you agree to reimburse us for any costs we or the relevant Providers incur in connection with that order.

3.5 Where you have submitted an order for Services and we accept your order on behalf of the relevant Provider, we will send you an e-mail confirming the Services and subscriptions you have ordered (Order Confirmation). We will also tell you when your subscriptions to the Services will be activated and whether there are any further steps that you need to take to activate your subscriptions to the Services.

3.6 In respect of each Service set out in an Order Confirmation, a legally binding contract is formed between you (or the person on whose behalf you have ordered the Services) and the relevant Provider on the basis of the Service Terms at the time that we send you the Order Confirmation.

3.7 We do not process any amendments or cancellations in respect of the Services that we sell on behalf of Providers. Once you have purchased subscriptions to a Service (i.e. once we have sent you an Order Confirmation in respect of a Service), any amendment or cancellation requests in respect of the Service should be addressed to the relevant Provider and will be subject to the Service Terms.

3.8 You agree that you will contact the relevant Provider of the Services directly in relation to problems, queries, complaints or other disputes that you may have with them.

4. Subscription fees

4.1 The subscription fees for each Service are set by the relevant Provider and are published on the Website. Where you subscribe to a Service, we will collect the full subscription fee for the period of your subscription (as set out in your Order Confirmation) on behalf of the relevant Provider at the time of purchase.

4.2 Unless otherwise stated, all subscription fees quoted on the Website are exclusive of VAT, which will be added to the subscription fees and paid by you at the appropriate rate.

4.3 Subscription fees for each Service that you purchase are processed in UK pounds sterling and are processed by our third party payment services provider WorldPay. We accept most major credit and debit cards.

PURCHASING SERVICES

5. Your use of the Website

5.1 You may only use the Website for the purpose of purchasing Services in the course of your business. You must not:

- (a) attempt to copy, modify or reverse engineer the Website;
- (b) interfere with the Website or attempt to gain access to any part of the Website or the infrastructure on which the Website is located to which access is restricted;
- (c) introduce into the Website, or use the Website to transmit, any virus or malicious software that could or is designed to harm the Website or its infrastructure or the devices, software or data of any person;
- (d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website;
- (e) access or use the Website (or permit any other person to access or use the Website) for the purpose of monitoring the availability, performance or functionality of the Website or for any other benchmarking or competitive purposes;
- (f) use the Website to send, store, publish, post, disseminate or distribute (i) unsolicited or unauthorised advertising or other communications; (ii) any inaccurate, misleading, defamatory, obscene, pornographic, abusive, offensive or unlawful material; or (iii) any material that infringes any intellectual property or other right of a third party;
- (g) distribute, disseminate, show in public or create any derivative works of any information or content that is not yours that you find on, or copy or download from, the Website; or
- (h) link to or frame the Website without our written permission.

5.2 We do not allow any illegal activities to take place on the Website. You agree to use the Website for lawful purposes only and in a manner which is consistent with any and all applicable laws and regulations in the country in which you access the Website. Your use of the Website must not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by, any other person.

5.3 We are not responsible for any computer virus or other malicious software that affects your computers, mobile devices or data as a result of your use of the Website or the downloading of any materials from the Website. You are responsible for the devices that you use to access the Website and should check that your devices have suitable virus protection.

5.4 The Website is primarily directed to businesses established in the United Kingdom; however businesses established outside of the United Kingdom may use the Website, provided always that their use of the Website and the purchase by them (and sale by us as agent of the relevant Providers) of any Services does not breach any applicable law (including any applicable sanctions that may be in force from time to time).

6. Information on the Website

6.1 We aim to keep all information on the Website up to date. However, please note that information we provide may, at times, be incomplete, out of date or inaccurate. If you wish to rely on any information we provide then we recommend that first you confirm with us that the information you wish to rely on is correct. If there is any conflict between the information found on the Website or other information that we provide to you about the Services from time to time and these terms and conditions then these terms and conditions shall prevail. The content of the Website may be changed at any time.

6.2 We rely on the information you provide to us, particularly the information you give us as part of the subscription process. It is your responsibility to keep us informed of any changes to this information and to ensure that it is accurate and kept up to date. Details of how to do this can be found on the Website.

6.3 Where we provide information about the Services or links to, or content derived from, third party websites or publications (Third Party Content), we do so for information purposes only. We are not responsible for Third Party Content, the Services or any other products, services or materials provided by third parties. You use Third Party Content and the Services entirely at your own risk and we accept no responsibility for Third Party Content on the Website, the content of third party websites or the Services.

7. Availability

7.1 We make the Website available free of charge and do not guarantee that the Website will be available, either generally or at any particular time. There will be times when the Website is unavailable to you. Such unavailability may be planned (for example, where we are carrying out planned maintenance or upgrades) or unplanned (for example, where there is a hardware or software failure). You acknowledge and understand that you will not be able to use the Website when it is unavailable. We accept no liability for any loss or damage you may suffer as a result of the Website being unavailable.

7.2 We reserve the right to add to, change or withdraw the Website at any time without notice or explanation and without incurring any liability to you.

LIABILITY AND INDEMNITY

8. Our liability to you

8.1 Nothing in these terms and conditions shall exclude or limit our liability for: (i) death or personal injury arising from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded by law. This provision overrides all other provisions of these terms and conditions.

8.2 The warranties, conditions and terms set out in these terms and conditions are in lieu of all other conditions, warranties or terms which might but for this paragraph be implied or incorporated into any dealings between you and us in respect of the Website or the sale and purchase of Services by statute, common law or otherwise, all of which are excluded to the extent permitted by applicable law.

8.3 We shall not be liable to you under any statute or in contract, tort (including negligence) or otherwise for or in connection with the provision by Providers of Services that you have purchased through the Website.

8.4 We will not be liable to you under any statute or in contract, tort (including negligence) or otherwise for any: (i) loss of profits, business, revenue, business opportunity, technology, contracts, goodwill, data and/or anticipated savings; and/or (ii) indirect or consequential loss or damage.

8.5 Our total aggregate liability to you in respect of all claims under or in connection with your use of the Website and these terms and conditions (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) brought in a calendar year shall be limited to £1,000.

8.6 If any provision contained in this paragraph 8 is held to be invalid it shall be deemed to be omitted, but if either you or we become liable for loss or damage which would otherwise have been excluded or limited, such liability shall be subject to the remaining provisions set out in this paragraph 8.

9. Circumstances beyond our control

We will not be liable to you for any breach of or delay in the performance of our obligations under these terms and conditions to the extent that the breach or delay is directly or indirectly due to circumstances beyond our reasonable control, which shall include, without limitation, fire, flood, storm, other natural event, act of God, explosion, lock-out, civil disturbance, war, strikes, malicious damage or attacks, or breakdown of plant, equipment or machinery.

10. Indemnity

You shall indemnify us against all liabilities, losses, costs, damages, and expenses (including legal costs and disbursements on a solicitor and client basis) of whatever nature suffered or incurred by us arising out of or in connection with any breach by you of these terms and conditions.

OTHER TERMS

11. Personal data and cookies

11.1 Details of how we may use personal data that we collect from you in our capacity as a data controller are set out in our [Privacy Policy](#).

11.2 Details of how we use cookies on the Website are set out in our [Cookie Policy](#).

12. Confidentiality

Each party shall keep confidential any information of a confidential nature disclosed to it by the other. Nothing in this paragraph shall apply to any information which is (or becomes) available to the public other than by breach of these terms and conditions or where the party receiving the information already possesses it or obtains it from a third party in circumstances in which the disclosing and receiving parties are free to disclose it.

13. Intellectual property

13.1 We own or are licensed to use all copyright, trade marks and other intellectual property rights in and/or relating to the Website.

You may use those intellectual property rights only to the extent that you need to use the Website.

13.2 We may also claim trade mark and service mark rights in marks contained within the pages of the Website. Other trade marks and names may be used in the Website to refer to the entities claiming the marks and names of their product and/or services. We disclaim any proprietary interest in the marks and names of others.

14. Amendments

We may amend these terms and conditions at any time. If we do this we will post the revised version on this page of the Website.

In addition, we may send you an email notifying you of the change. Your use of the Website after the date a change takes effect will be subject to these terms and conditions as amended by the change. We will take your continued use as your acceptance of the change, so if an amendment is not acceptable to you then you should stop using the Website.

15. Other terms

15.1 You may not without our prior written consent assign or transfer all or any part of your rights, benefits or obligations under these terms and conditions to any third party.

15.2 No third party shall have any rights under or in connection with these terms and conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.

15.3 No delay or failure by us in exercising or enforcing any right or remedy under these terms and conditions will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

15.4 If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.

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

15.6 You and we hereby agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions and their subject matter or formation (including your use of the Website and any non-contractual disputes or claims).

16. Keeping these terms and conditions

We do not separately file these terms and conditions or any contract between you and us for the use of the Website. All our contracts are concluded in English. You can always access the latest version of these terms and conditions at this page. Please make a durable copy of these terms and conditions by printing and/or saving a downloaded copy on your own device.

17. Contacting us

To contact us please phone us on or email us at enquiries@cyberbusinesssecure.com. You may use these contact details to contact us about any questions or complaints you may have in respect of this Website.