



INTERCEPT IT LIMITED

TERMS AND CONDITIONS OF USE OF WEB PORTAL

IMPORTANT INFORMATION

Before using this website, you should read carefully:

- O the Terms and Conditions of Use of Portal (see below); and**
- O our Acceptable Use Policy; and**
- O our Privacy Policy.**

GENERAL

This website is operated by Intercept IT Limited (“Intercept”, “we”, “us”, or “our”) a company registered in England and Wales under company number 4442332. We have our registered office at The Baltic Exchange, 38 St Mary’s Axe, London EC3A 8BH. Our VAT Number is (GB) 795 7477 56

This website is actually a web portal or gateway (“Portal”) to the cloud computing services (“Services”) that we offer.

“Content” means all pages, screens, layouts, information and materials included in or accessible through the Portal (including any content available in any email or through any SMS services or in relation to the Services).

"you", "your" and "yours" means you, the person accessing this Portal and any party on whose behalf you are doing so.

Using the Portal you can subscribe to the Services and you can also manage your subscription or, if you are an Intercept Reseller (as defined below), those of your customers.

You will see that the Portal contains various options, corresponding to the various Services that you can subscribe to.

Be aware though that not all features of the Portal are available until you sign in and you cannot sign in until you register and subscribe to any one or more of our Services.

TERMS AND CONDITIONS OF USE OF PORTAL

Applicability

These terms and conditions (“Terms”) cover your use of this Portal. Please make sure you read these Terms carefully before you start to use this Portal. The Services we provide also have their own terms and conditions and there are also specific terms and conditions that relate to Resellers and Introducers. You must read the terms, conditions and disclaimers relevant to the Services and also those applicable to you if you are a Reseller or an Introducer. Please also read our Acceptable Use Policy and our Privacy Policy. To the extent that the terms and conditions relevant to the Services you subscribe to conflict with these Terms, then the Services terms and conditions will prevail.

From this Portal we may provide information or hyperlinks to other websites or pages provided by other parties. Your use of other parties’ sites may be subject to their own terms and conditions. You should read them.

By using our Portal, you indicate that you accept these Terms of use and that you agree to abide by them. If you do not agree to these Terms of use, please refrain from using our Portal.

If any part of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the rest of the Terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

Changes to the Terms

We may change these Terms at any time by updating these pages and you agree to review these Terms regularly so that you are aware of such changes. Your use of this Portal will be subject to any such changes once they are made and your continued use of the Portal after such changes are made constitutes your acceptance of these Terms as modified.

Availability

Where you have breached these Terms, our Acceptable Use Policy, our Privacy Policy or any of the terms and conditions relevant to the Services or otherwise applicable to you as a Reseller or an Introducer, we reserve the right, without notice, to suspend the provision of all or any part of this Portal to you and/or to block your access to or use of this Portal.

Monitoring

To preserve the integrity of the Portal and our Services, in the interests of security and to detect fraud and other crimes, we reserve the right to monitor all communications, including web and email traffic, into and out of domains connected with the use of the Portal and/or the Services. Such monitoring includes, but is not limited to, checks for viruses and other malignant code, criminal activity and traffic or content which breaches our policies. We also reserve the right not to deliver any communication that breaches our policies.

Also, we may, in the interest of security and also to help us to improve our service to you, monitor and/or record communications (whether over the internet, telephone or otherwise) between you and us. All recordings are our sole property.

Users outside of the United Kingdom, the Republic of Ireland and the Channel Islands

The Portal and the Services can be accessed by anyone in the world but are aimed at users in the United Kingdom, the Republic of Ireland, the Channel Islands and the Isle of Man. If you are resident or located anywhere else, please be aware that it might not be legal in your jurisdiction for you to access or use the Portal and/or the Services. Neither Intercept nor any of its directors, shareholders or staff will be liable for any breach of local law or regulation that you may commit as a result of accessing or using the Portal and/or the Services. For the avoidance of doubt, the Portal and the Services are not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the Portal and/or the Services may be prohibited. Persons in respect of whom such prohibitions apply must not access either the Portal or the Services.

Use of this Portal is at your own risk

Other than the warranties and representations contained in these Terms, all other warranties, conditions and representations, whether express, implied or statutory are, to the fullest extent permitted by the law, excluded. We do not exclude or restrict our liabilities or duties to you where or to the extent that this is prohibited by law or regulation.

We will make reasonable efforts to ensure that all information provided by us in connection with the Services is accurate at the time of its inclusion and we will also use reasonable endeavours to maintain the Portal in a fully operating condition. (Please see Intercept's "Performance Criteria and Service Credit Terms" for details of how we measure our performance against the Service availability targets we expect to meet.) Having said that we do not warrant or represent that:

- all or any information contained on or accessed through this Portal will be accurate, complete or up to date or meet your specific requirements;
- this Portal will be available;
- access to this Portal will be uninterrupted or that there will be no delays, failures, errors or omissions or loss of information as this Portal is transmitted to you,

- no viruses or other contaminating or destructive materials or elements will be transmitted to you or that your computer system will not be damaged.

Further, we do not provide any guarantee about the accuracy, functionality or performance of any third party software, content or equipment used in connection with this Portal.

Our Liability

To the full extent permitted by law, neither Intercept nor any of its directors, shareholders or staff shall be liable for any damage, loss or liability (whether arising in contract, tort, including negligence, or otherwise) arising out of or in connection with:

- your use of this Portal;
- your reliance on the Content or any other information on this Portal or your inability to access and/or use the Services;
- any failure in or performance of, or any error, omission, interruption, defect, delay in operation or transmission of this Portal or any computer virus or communications line or system failure to this Portal or your use or attempted use of it.

The above exclusions apply to any damage which is direct, indirect, special, incidental or consequential or consists of loss of profits, business, opportunity or data, even if foreseeable, but they shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Nothing in these Terms shall affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Security

It is your sole responsibility adequately to:

- protect and back up data held on any servers, personal computers or equipment not managed by us;
- undertake reasonable and appropriate precautions against any computer virus or other destructive materials or elements; and
- ensure that your computers and your access to this Portal are adequately secured against any unauthorised users and that you keep user names, identification codes and passwords confidential.

Your use of this Portal

You may not use this Portal or permit others to use this Portal:

- in any way (including via electronic means) and for any purpose which is unlawful, defamatory or libellous, offensive, abusive, indecent, menacing or threatening or in any way breaches any intellectual property rights or obligations of confidence; or
- to cause annoyance, inconvenience or needless anxiety to any other person or in any other way which is in violation of any applicable law or regulation in any jurisdiction in the world; or
- to introduce a virus or other disruptive material or element or otherwise disrupt or impair this Portal or any communication service.

You are wholly responsible for the use of the Portal by any person using your computer and you must ensure that any such person complies with the Terms.

We reserve the right to disable any user name, identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

When using this Portal, you must, at all times, comply with the provisions of our [Acceptable Use Policy](#).

Privacy Policy

Please read our [Privacy Policy](#) for information about our collection and use of your personal information.

Links to our Portal

Neither you nor any other party may use any part of this Portal on any other website, or link any other website to this Portal, without our prior written permission. We are not responsible for the set up of any link from a third party website to our Portal.

Neither you nor any other party may, without our prior written permission, deep link to, frame, spider, harvest or scrape the Content or otherwise access the Content for any purposes, or use any machine, electronic, web-based or similar device to read or extract the Content by machine based or automated means.

Intellectual property rights

Unless otherwise stated, we are the owner or the licensee of all intellectual property rights (including, without limitation, copyright, database rights, design rights, patents and trade marks) in the Content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

"Intercept" and the names and logos that describe the Services are the [registered] trade marks of Intercept and all rights and benefits in them vest in us.

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In particular, neither you nor any other party may do any of the following acts without prior written consent from us:

- create any database in electronic or structured manual form by systematically downloading and storing all or any of the Content; or
- redistribute any of the Content (including by using it as part of any syndication, content aggregation, archive or similar service); or
- remove the copyright or trade mark notice from any copies of Content made in accordance with these Terms.

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

Law and Jurisdiction

These Terms are governed by and are to be interpreted in accordance with the laws of England and Wales.

The courts in England and Wales will have exclusive jurisdiction in respect of any dispute which may arise in connection with the Terms or your use of this Portal.