WEBSITE TERMS AND CONDITIONS

1 INTRODUCTION

(a) These terms and conditions (Terms) apply when you use this website kvmdr.ai (Website).

(b) You agree to be bound by these Terms which form a binding contractual agreement between you and us, KVMDR AI Limited, a company registered in England and Wales under company number 17289429 with registered office at 38 Great Stour Mews, Canterbury, Kent, CT1 2FS (our, we or us).

(c) If you don't agree to these Terms, you must refrain from using the Website.

(d) We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

2 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

3 YOUR OBLIGATIONS

You must not:

(a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without our express consent;

(b) use the Website for any purpose other than browsing information about KVMDR AI's continuous data protection and disaster recovery software;

(c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;

(d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;

(e) use the Website with the assistance of any automated scripting tool or software;

(f) act in a way that may diminish or adversely impact our reputation, including by linking to the Website in a misleading, defamatory or disparaging context; and

(g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:

(i) gaining unauthorised access to Website accounts or data;

(ii) scanning, probing or testing the Website for security vulnerabilities;

(iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or

(iv) instigating or participating in a denial-of-service attack against the Website.

4 INFORMATION ON THE WEBSITE

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

(a) the Website will be free from errors or defects;

(b) the Website will be accessible at all times;

(c) messages sent through the Website will be delivered promptly, or delivered at all;

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(d) information you receive or supply through the Website will be secure or confidential; or

(e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

5 INTELLECTUAL PROPERTY

(a) We retain ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (Website Content) and reserve all rights in any intellectual property rights owned or licensed by us that are not expressly granted to you.

(b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from us or as permitted by law.

6 LINKS TO OTHER WEBSITES

(a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of the linked websites and we are not responsible for it.

(b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

7 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

8 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

9 PRIVACY

You agree to our Privacy Policy at **kvmdr.ai/privacy.html**. Your use of KVMDR AI's software is governed by our separate software licence agreement, which prevails over these Terms.

10 LIABILITY

(a) We make no warranties or representations about this Website or any of its content and will not be responsible to you or any third party for any direct or consequential loss suffered in connection with the use of this Website. To the maximum extent permitted by law, we exclude any liability that may arise due to your use of our Website and/or the information or materials contained on it. You agree to indemnify us against any loss or liability we reasonably incur arising out of your breach of these Terms or your unlawful or unauthorised use of the Website, except to the extent that loss or liability is caused by our own negligence or breach of these Terms.

(b) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these Terms including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

(c) Nothing in these Terms shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

11 GENERAL

11.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

11.2 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

11.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

11.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

11.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

11.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

11.8 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

(b) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(d) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(e) (**party**) a reference to a party includes that party's successors and permitted assigns;

(f) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms (**this agreement**), and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

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(g) (**document**) a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;

(h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(i) (**includes**) the word “includes” and similar words in any form is not a word of limitation;

(j) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and

(k) (**currency**) a reference to £, or “pounds”, is to Pound Sterling currency, unless otherwise agreed in writing.

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