

Terms of Use

PLEASE READ THE FOLLOWING TERMS OF USE (THE "AGREEMENT") CAREFULLY. BY ACCESSING OR USING OUR WEB SITE, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS HEREIN, THEN PLEASE DO NOT ACCESS OR USE OUR WEB SITE. WE RECOMMEND THAT YOU PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

Acceptance of terms of the Agreement

This Agreement is a legally binding agreement that shall govern the relationship with users who interact or interface with BinderCloud via the website <https://binder-cloud.com/> (the "Web Site"). BinderCloud is a proprietary software platform operated by Total Objects Limited, a company registered in England and Wales (under company number 03876114 with VAT number 733 5314 51) which has its registered office at The Walbrook Building, 25 Walbrook, London EC4N 8AQ, United Kingdom ("Xchanging", or "we"). Xchanging reserves the right to modify the Agreement at any time and without prior notice.

References in this Agreement to "Services" means the Web Site, the services, applications, functionality, provision of Content (as defined below), and other materials (if any) accessible by you via the Web Site.

Changes to the Agreement

Xchanging may revise this Agreement at any time by amending this page. Please check this page from time to time take notice of any changes we have made, as they are binding on you.

Accessing the Web Site

We do not guarantee that the Web Site, or any Content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Web Site without notice. We will not be liable to you if for any reason the Web Site is unavailable at any time or for any period.

You are also responsible for ensuring that all persons who access the Web Site through your internet connection are aware of the terms of this Agreement and any other applicable terms and conditions, and that they comply with them.

Username and Password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

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

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at bindercloud@totalobjects.co.uk.

Use of the Web Site

In exchange for you complying with this Agreement Xchanging grants you a revocable, non-transferable, non-exclusive license to access and use the Services, via the Web Site.

The Services and the Web Site themselves are the sole property of Xchanging or its licensors. You acknowledge that Xchanging and its licensors own and shall retain the exclusive right, title and ownership in and to all copyrights, trade secrets, trademarks, service marks and other proprietary rights in the Services and the Web Site. You herein acknowledge, understand and agree that all of the Xchanging trademarks, copyright, trade name, service marks, and other Xchanging logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Xchanging or its licensors. You herein agree not to display and/or use in any manner the Xchanging logo or marks. By accessing and using the Services you understand and acknowledge that you are legally bound by this Agreement.

All information provided and/or made available through the Services (after successfully logging in) (the "**Content**") is provided for general information only, and Xchanging accepts no liability for the Content, its accuracy or any information contained therein. The Content is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content. Although we make reasonable efforts to update the information on the Web Site, we make no representations, warranties or guarantees, whether express or implied, that the Content on the Web Site is accurate, complete or up-to-date.

At its discretion, unless otherwise agreed, Xchanging may update, modify or revise the Services without prior notice, and this Agreement shall apply to any and all updates, modifications or revisions unless otherwise stipulated. You, as the user, acknowledge, accept and agree that Xchanging shall not be held liable for any such updates, modifications or revisions of the Content or Services. Your continued use of the Services, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, modified, revised or modified terms, you must stop using the Services.

As a user of the Services, you agree to the following terms:

- (a) Confidentiality. You agree that all Content viewed, obtained or downloaded from the Web Site shall remain confidential. You may not disclose, disseminate or share any Content with any third parties. You are permitted to disclose Content to (fellow) employees, officers, representatives or advisers who need to know such information for the purposes of assessing, recording and reviewing insurance risk, or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. These confidentiality requirements shall survive termination of this Agreement;
- (b) Data Protection. You shall comply with all applicable data protection requirements under the Data Protection Act 1998 and applicable regulations including a restriction on transferring any Content outside of the EEA. You shall indemnify and keep indemnified and defend at your own expense Xchanging against all costs, claims, damages or expenses incurred by Xchanging or for which Xchanging may become liable due to any failure by you or your agents to comply with any of your obligations under this Agreement with regards to the Data Protection Act 1998 and applicable regulations;
- (c) Complying with Laws. You agree that you will only use the Services in a manner consistent with this Agreement and any applicable local, state, national and international laws and regulations. If the Services are not legal in the country in which you live, you may not use the Services. The Services may not be used where they are prohibited by law; and

- (c) **Reporting Violations.** You agree to promptly notify us at bindercloud@totalobjects.co.uk (i) if you become aware of any violation of this Agreement by others, including but not limited to, other users, and (ii) if you know or suspect that anyone other than you knows your username or password.

Other Applicable Terms

This Agreement refers to the following additional policies, which also apply to your use of the Services:

- Xchanging's **Cookie Policy** (<https://to-admincloud.com/Policy/Cookie/56b4c8ee-3f29-49e7-8ab0-468cd1582dbf>), which sets out information about the cookies on the Web Site.
- Xchanging's **Privacy Policy** (http://www.xchanging.com/sites/default/files/attachments/pdf/XCH_AU_PrivacyPolicy_Aug2014.pdf), which sets out the terms on which Xchanging processes any personal data it collects from you, or that you provide to Xchanging. Every user's registration data and various other personal information are protected by the Xchanging Privacy Policy. By using the Services, as a user, you herein consent to the collection and use of the information provided, such processing including the transfer of information to other countries for storage, processing or use by Xchanging and/or our subsidiaries, affiliates and licensors.

Limitation of Xchanging Liability

The Content provided on the Web Site and through the Services and/or transmitted via e-mail as well as the Services are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no representations, warranties or guarantees, whether express or implied, that the Content on our Services or the Services themselves are accurate, complete or up-to-date. The Content is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Services. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, the Web Site; or (ii) use of or reliance on any Content displayed on the Web Site.

If you are a business user, please note that in particular, we will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage.

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

Nothing in this Agreement excludes or limits Xchanging's liability for death or personal injury arising from its negligence, or for fraud or fraudulent misrepresentation committed by it, or any other liability that cannot be excluded or limited by English Law.

You may not, nor may you allow others to, directly or indirectly, attempt or actually disrupt, impair or interfere with, alter or modify the Web Site or Content.

Viruses

We do not guarantee that the Web Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Web Site. You should use your own virus protection software.

You must not misuse the Web Site 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 Web Site, the server on which the Web Site is stored or any server, computer or database connected to the Web Site. You must not attack the Web Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities your right to use the Web Site will cease immediately.

Applicable Law

You agree that these terms of use and any legal action or proceeding relating to this Web Site or the Services shall be governed by English law without reference to its choice of law rules. You agree to the exclusive jurisdiction of the courts of England and Wales.

Last Reviewed on Thursday 17th May 2018.