



Website Terms of Use

1. The Site

These website terms of use (the “**Terms**”) apply to the websites at www.kuberno.com (the “**Site**”).

2. About us

2.1. We are Kuberno Limited and we run the Site. We’re a company registered in England and Wales with company number 12391985 whose registered address is at 3rd Floor, 86-90 Paul Street, London, EC2A 4NE. In these terms we refer to ourselves as “**we**”, “**us**”, “**our**” or “**ourselves**”.

2.2. In case you need it, our VAT number is 340424635.

2.3. You can get hold of using the details on the Contact Us section of this Site.

3. Personal Data

For information about how we collect and use your personal information, please see our privacy notice which is available here www.kuberno.com/privacynotice. Please also see our cookies policy which is available here www.kuberno.com/cookiespolicy.

4. Terms of use

4.1. These Terms set out the terms on which you may use the Site. These Terms are important and you should read them carefully before using the Site. They explain how you may use the Site.

4.2. By using (and continuing to use) the Site, you agree to comply with these Terms. If you do not agree with these Terms then you must stop using the Site immediately.

5. Changes to these Terms

5.1. We may change these Terms from time to time. You should therefore check these Terms each time you visit our Site for any changes. These Terms were last updated on 15 June 2022.

5.2. If you do not agree with the new/amended Terms then you must stop using the Site immediately. If you continue to use the Site, you agree to comply with the new/amended Terms.

6. Site Availability and access to the Site

6.1. Our Site is aimed at website visitors based in the United Kingdom. The content on the Site may not be appropriate or available for use in locations outside of the United Kingdom.

6.2. We permit access to the Site on a temporary basis and we may amend, suspend or indefinitely withdraw the Site, without notice to you.

6.3. You may only use our Site for lawful reasons.

6.4. Whilst we try to make this Site available at all times, we make no promises that it will be available at all times and we will not be liable if the Site is unavailable for any period of time, for whatever reason.

6.5. Access to the Site may be restricted or the Site may be unavailable to allow us to repair, maintain or improve the Site. We do not guarantee that access to the Site will be uninterrupted.

6.6. Some areas of our Site may be restricted to those people who have registered with us.

6.7. You are responsible for ensuring that you have the necessary and compatible equipment and devices for accessing our Site.

7. Updates to Content

We regularly change and update content on our Site.

8. Reliance on Content

8.1. The content on our Site is posted for general information purposes on an ‘as is’ basis and is not intended to amount to advice on which you should rely.

8.2. You should always obtain your own professional advice before taking any action or refraining from doing something based on the content of our Site.

8.3. We use reasonable endeavours to provide content which is up to date, but we do not warrant, represent, promise or guarantee that the content on our Site is up to date or accurate.

9. Login Details

- 9.1. If you have login details to access any part of the Site, you must treat those details as confidential and you must not share them with or disclose them to any other person or any other third party.
- 9.2. You will be responsible for all activity under your login details. If you believe that someone else knows your password then you should contact us immediately using the details set out in section 2 above.
- 9.3. If we believe that you have not complied with these Terms or any other terms applicable to you, then we reserve the right to disable or suspend your login details.
- 9.4. If we believe that there has been a breach of security in relation to your login details or we believe that your account has been misused then we may lock your account and require you to change your password.

10. Third Party Sites

The Site may contain links to third-party websites. We are not responsible for the content on any linked website and we accept no responsibility for any loss or damage suffered due to your use of them. We provide these links as we believe it may assist you and other visitors to our Site but by providing the link we do not in any way approve the linked website or anything contained therein.

11. Visitor's content

- 11.1. If you submit any content to our Site (such as on a chatroom or providing a review) you agree that:
 - a. you own the intellectual property rights in the content you submit and no content which you submit will infringe the intellectual property rights of anybody else;
 - b. you are personally responsible for the content which you submit;
 - c. you will not submit anything which is false, misleading or inaccurate;
 - d. you will not submit anything which is defamatory, threatening or which is otherwise considered offensive or which is against the law; and
 - e. you will not submit anything which contains viruses or similar programs or files which damage equipment, devices or software.
- 11.2. We reserve the right to remove any submissions made to our Site.
- 11.3. If you fail to comply with this section 11 of these Terms, we reserve the right to suspend or withdraw indefinitely your access to or use of our Site. We may also take legal action against you and we may disclose your details to law enforcement agencies where we believe this is necessary or if we are required to disclose them by law. We may take any other action as we consider is necessary.
- 11.4. We do not usually edit or monitor content uploaded by visitors. Visitor's content has not been approved by us and does not necessarily represent our views or values. If there is content uploaded by other visitors that you wish to complain about then please contact us using the details set out in section 2 above.

12. Viruses and bugs

- 12.1. We do not guarantee that our Site will be free from viruses, bugs or other harmful code or programs. It is your responsibility to ensure that the equipment and devices you use to access our Site are installed with up to date and sufficient anti-virus software.
- 12.2. You must not intentionally introduce viruses, bugs or other harmful code or programs to our Site.
- 12.3. You must not attempt to hack or attack or attempt to gain unauthorised access to our Site, any part of it or any software or equipment connected to it. We may take legal action against you and we may disclose your details to law enforcement agencies where we believe this is necessary or if we are required to disclose them by law. We may take any other action as we consider is necessary.

13. Our Liability

- 13.1. Nothing in this section 13 or these Terms shall exclude or place limits on our liability for any death or personal injury caused by our negligence or for any other liability which cannot be excluded or limited by law.
- 13.2. To the fullest extent permitted by law we exclude all liability for loss or damage arising out of or in connection with your use of our Site (including any inability to use our Site). This exclusion covers, but is not limited to, liability for:
 - a. any direct loss;
 - b. any loss of profit;
 - c. any loss of revenue, anticipate savings or goodwill; or
 - d. any indirect or consequential loss.
- 13.3. To the fullest extent permitted by law, we exclude all representations and warranties relating to our Site and the content on it.
- 13.4. As explained in section 8, we will not be liable for any loss or damage arising out of or in connection with your use of or reliance on any content on our Site.
- 13.5. If you are a consumer, then none of these exclusions or limitations or other terms in these Terms affect your rights under consumer law.

14. Intellectual Property Rights

- 14.1. Except in respect of content uploaded by visitors (see section 11) we own (or we are an authorised licensee) of all intellectual property rights on this Site and in the material and content published on it. These are protected by worldwide intellectual property laws and we reserve all such rights.
- 14.2. "Governance Gym" and the Kube logo are our registered trade marks. You are not permitted to use them unless you use them in compliance with section 14.3.
- 14.3. We grant to visitors of the Site a non-exclusive revocable licence to view and print the content appearing on the Site or any part of it, subject to the following conditions:
 - a. you may print one copy for your own personal use (but not for commercial use);
 - b. you may download extract(s) from our Site for your own personal use (but not for commercial use);
 - c. you must not delete any copyright notice from any content which you print or download;
 - d. you must acknowledge us (or the relevant person/contributor) as the author of the content;
 - e. you must not license or resell any content printed or downloaded from our Site; and
 - f. you must not use any of our trade marks or any third party trade marks which appear on our Site without our express written permission (or that of the relevant third party).
- 14.4. If you print or copy any content from our Site without complying with these Terms then your right to access our Site will end immediately and you must destroy, delete or return any copies of the content when and how we instruct you to.

15. Links to our Site

You may not create a link to any part of our Site unless you have our prior written consent. If you would like to link to our Site, please send your request to us on the details set out in section 2 above.

16. Severance

If any part of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of these Terms.

17. Law and Jurisdiction

- 17.1. If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. If you live in England or Wales, we both agree respectively that proceedings will be brought in the English courts. However, if you live in Scotland, you can bring proceedings in Scottish or English courts and if you live in Northern Ireland you can bring proceedings in Northern Irish or English courts.