



KVM Group Limited  
12 Constance St.  
London, E16 2DQ  
United Kingdom

## General Terms and Conditions of KVM Group Limited

The ensuing declares the constitution of contract, hereby agreement and relationship between the Company KVM GROUP LIMITED of the United Kingdom of Great Britain and Northern Ireland registered with the company number: 13331435, Trading as „KVM GROUP“ *which hereafter shall be referenced by the following: „Provider“, „Company“, and its first person pronouns*, and the Client which conversely is referred to with second and third person pronouns.

### PREREQUISITES

May any definition within the commercial agreements, the Privacy Policy, Terms of Service and Service Level Agreement be of equal enforcement in each agreement, inserted and enforced with negligible capitalization and quotation marks.

Headings in this agreement,; labeled by completely capitalized lettering; shall not be of legal enforcement nor any effect to the contract.

### GOVERNING FACTOR

The governing factor of the ensuing and aforeconstituted agreement is the United Kingdom of Great Britain and Northern Ireland, in addition to, depending on the service's location, the governing regional, state and local laws whereby the service is located. Additionally is the Company a business and or commercial „Doing Business As“ or Trading name for KVM Group Limited of the United Kingdom of Great Britain and Northern Ireland.

By law, does the Company reserve the right if in the event of legal prosecution by either party, to and by this contract's existence require the hearings and proceedings to take place within the United Kingdom of Great Britain and Northern Ireland, therefore its judiciaires.

### AGREEMENT TO THE TERMS



The client agrees to the contract by using any service and or visiting any website under the operation of KVM GROUP, in addition the said client may in fact agree to the terms via checkbox on account signup, and therefore is bound to the contract.

Violation of the terms shall result in punishment determined by the provider, if said provider believes the Breach of Contract is violatory enough they may seek legal action.

## SIGNATURE & FORMATION ELIGIBILITY

One, to be eligible of formation and agreeing to the contract must not be inherent to any of the following restrictions:

- Be younger than 13 years of age;
- Be unable to form, sign and or dissolve contracts;\*
- Be an alternate account to avoid restrictions.

\* An exception to Signature & Formation Eligibility b) is in where the client or the entity agreeing to the contract is between 13 to 17 years of age, therefore making them unable to form contracts but said client does not have any other deficiencies in contract formation other than his age. In said event is the client represented by their legal guardian and requires their permission to form the contract.

## DEFINITION OF THE RELATIONSHIP

A relationship is the term, governed by this contract in which the client has purchased a recurring or *one-time, therefore permanent*, service for. If the client decides to continue the recurring service shall the relationship not be restarted but extended and therefore shall not require a recreation of contract.

A relationship formation, commercial inquiry or attempt to acquire a service by the client may be rejected by the provider, negligent to any circumstances and unrequiring reasoning.

On cancellation of services shall the relationship be deemed as *halted* and will not insist any termination of account or this contract.

## Liabilities

The Client agrees to operate, use and act under their own liability and responsibility in any case, regarding legalities or not.

In the event of data loss shall the client indemnify and keep of harm the company and its directors.

On occurrence of a data breach the company will withhold liability depending on the situation and decision of authorities such as the UK ICO and EDPS of the EU.



## Termination

By any and all means does each party reserve their right in regard, issue and to act upon termination of service and this contract.

## Due diligence

The Client is to utilize KVM Group's platforms that include but are not limited to, and may have their own terms of service and agreements of governance: KUBBUR.com, KVM Courses, Dediguard.com, with respect of this Agreement, its terms, the law of such and follow common sense and guidelines.

## PRIVACY DISCLAIMER

In regards to privacy and or data protection shall the client look to the provider's Privacy Policy, which inherits definitions from this Agreement. See here: <https://kvm.group/privacy-policy>.

## COPYRIGHT

The copyright law of the United Kingdom of Great Britain and Northern Ireland is and of effect within all services the provider offers in addition to the copyright law of the service's location.

Violation of any of the aforementioned copyright laws will be dealt with in the form of content removal requests, suspension and or termination of service and or account.

Repeated or vigilant plagiarisation or infringement of intellectual property may result in legal proceedings by any party. If said party is of participation in the current contract shall it apply to the relationship definitions and governing factors as aforedefined. Conversely if said prosecuting party is not of the contract shall the client vow by the liabilities of the relationship to take said liability unless the provider pleads.

## ALTERATIONS TO THE TERMS

Changes to be or have been made to any document amended by KVM GROUP including the current shall not require any notification to the other parties, it is under their duty to make sure their acknowledgement of any terms is correct at all times.

## INTELLECTUAL PROPERTY OF THE PROVIDER



The KVM GROUP Logo and name are protected under the UK unregistered trademark rights or general unregistered intellectual property. You may not use neither the name nor logo for commercial purposes merely related to the ones of KVM GROUP's operations.

## CONTACT | IMPRINT

KVM Group Limited

Operating Address: 12 Constance Street, London, United Kingdom, E16 2DQ.

Registered Address: 12 Constance Street, London, United Kingdom, E16 2DQ.

ICO Number: ZB077431.

Company Number: 13331435

Legal Contact & Data Protection Officer: Leifur Steinn Gunnarsson

For inquiries: [leifur@kvm.group](mailto:leifur@kvm.group)

Data Protection Officer: [leifur@kvm.group](mailto:leifur@kvm.group)

Website: [www.kvm.group](http://www.kvm.group)

13th of March, 2021. Reykjavík, Iceland. The provider:

KVM GROUP LIMITED

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