**Terms of Use**

Terms of Use of www.comparecloudware.com, a Compare Cloudware Ltd site

This agreement applies as between you, the user of this web site and Compare Cloudware Ltd, the owner(s) of this web site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the web site. If you do not agree to be bound by these terms and conditions, you should stop using the web site immediately.

Compare Cloudware Ltd is the company that owns and operates www.comparecloudware.com

Compare Cloudware Ltd, a company incorporated under the laws of England with its registered office address at Shalford Court, 95 Springfield Road, Chelmsford, Essex, CM2 6JL.

Compare Cloudware Ltd is registered in the UK. Compare Cloudware Ltd registered company number 123456768

**1. General**

Acceptance: Use of the Sites or any services offered on these Sites ("Services") by users (“You”, “the User” or “Users”) is subject to these Terms of Use ("Terms") that expressly include our Privacy Policy. Your use of these Sites constitutes your binding acceptance of these Terms, including any modifications that we make. Your use of these Sites further involves the express and full acceptance our Privacy Policy that applies to collection and processing by Compare Cloudware Ltd of certain personal and other data provided by Users through www.comparecloudware.com. You understand and agree that our Services may include the sending of commercial communications to You, such as announcements and advertisements from us or from our partners.

Modification: We may modify without previous notice the design, layout and/or configuration of these Sites, and may revise these Terms (including the Privacy Policy). Any modification will be enforceable from the date of publication and any subsequent use of the Site will be subjected to the new Terms, hence we recommend you to read them carefully.

Additional Conditions: Some of the Services may be subject to additional posted conditions within the Sites, in particular the area for Premium Users. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall prevail.

Possible Compare Cloudware Ltd Actions: We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

•Restrict, suspend, or terminate your access to all or any part of our Services.

•Change, suspend, or discontinue all or any part of our Services.

•Refuse, move, or remove any content that you submit to our Sites for any reason.

•Deactivate or delete your accounts and all related information and files in Your account.

•Establish general practices and limits concerning use of our Sites.

You agree that We will not be liable to you or any third party for taking any of these actions.

Responsibility: Users acknowledge and accept that they access and use the Sites and/or the contents included within these Sites under their full responsibility. Access to the Sites and/or to the contents included within do not entail any guarantee as for the Sites and/or contents’ adequateness for particular or specific User’ aims.

**2. Services**

Comparecloudware.com provides Users with the following principal Services:

•Free User services and tools to find business and IT applications (“Applications”), compare offers, choose deployment methods, including the communication with selected Applications Providers in accordance to a variety of criteria.

•For Application Providers, possibility for publishing their Applications and enabling them to be searched (in accordance to the selected criteria).

•Advertising, lead generation (Pay-Per-Click and Pay-Per-Lead) and promotional opportunities for partners and Application Providers.

•Service of Alerts: free automatic alerts on offers via e-mail regarding Applications; newsletter Services or informative electronic communications about - Applications and deployment methods.

•Other services that we may deem interesting for Users, such as advice, training, professional contact network, forums, access to news.

3. Content Available on Comparecloudware.com

IPR: Our Sites include a combination of content that we create, that our partners create, and that our users create. Some materials published on our Sites, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos are protected by our intellectual property (copyright) or industrial property rights (such as trademarks) or those of our partners or Users.

No license: Neither Compare Cloudware Ltd nor any of its partners or Users grants You a license nor use authorisation over its intellectual or industrial property rights or over any other right or property concerning the Site, its Services or its contents. Thus You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly communicate, or in any way exploit any of the materials or content on our Sites in whole or in part.

User Content: You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, e-mail, transmit, or otherwise make available on our Sites ("Your Content"). You certify that you own all intellectual and industrial property rights in Your Content. You hereby grant us, our affiliates, and our partners a worldwide, irrevocable, royalty-free, nonexclusive, sub licensable license to use, reproduce, create derivative works of, publicly communicate and distribute Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on our Sites, (ii) distributing Your Content, either electronically or via other media, to Users.

**4. Third-party sites, products, and services**

Our Sites contain links to other Internet sites owned and managed by third parties, with the aim of enabling access to information available on the internet. Compare Cloudware Ltd makes no representation whatsoever about any third party sites which you may access from our Sites. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours, and we are not responsible for any changes of content on them. Our inclusion on our Sites of any third-party content or a link to a third-party site is for informational purposes only and is not an endorsement of that content or third-party site, that there is a commercial or any other relationship between Compare Cloudware Ltd and the owners of such third party sites or that Compare Cloudware Ltd accepts any responsibility in relation to such third party sites.

We do not sell, resell, or license any of the products and services that we list, review or advertise on our Sites, and we disclaim any responsibility for or liability related to any of them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, are solely between you and the relevant third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any product order, licenses, third party warranties, questions, complaints, or claims related to any product or service take place between you and the vendor and should be directed to the appropriate vendor.

As a regular part of our business, Compare Cloudware Ltd displays advertisements and listings from a wide variety of companies. Compare Cloudware Ltd is not in a position to arbitrate disputes between the owners of intellectual property rights and companies who advertise or list their products on our Sites.

**5. User’s Obligations**

Registration. We require our Site users to register in order to conduct a search to compare Applications. Registration is required by application providers; and from Site Users who wish to fill out a category lead form (Compare Offers and Deploy Smart) or an exclusive lead form (to obtain a personalized response to their needs) or post a review on a listing, including name, company name, email address, and phone number. This data is processed in accordance with our Privacy Policy.

Registration process and submitting reviews. If we request information from you on registration and/or reviewing a product, you agree to provide us with true, accurate, current, and complete information. You will accept these terms of use, including our Privacy Policy. As regards to registration, You will promptly update your registration data to keep it accurate, current, and complete. If we issue You personal credentials (password), you may not reveal it to anyone else. It is personal and non-transferable. You may not use anyone else's credentials (password). You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any Unauthorised use of your passwords or accounts or any other breach or risk of breach of security. You also agree to exit from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

Prohibited behaviour. User will use the Sites in accordance with these Terms of Use and applicable law. Without limiting the foregoing, you agree that you will not use our Sites to take any of the following actions:

•Submit unlawful content according to the national, community or international law or content contrary to good faith; that violates other individuals’ fundamental or other rights (including intellectual and/or industrial property rights without authorisation),

•Submit any content that may prejudice the image, honour and reputation of the Sites, or generally any content whatsoever that we deem inappropriate.

•Abuse, harass, threaten, or otherwise violate the legal right of others.

•Publish, post, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful content.

•Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters.

•Interfere with or disrupt our Sites, servers, or networks.

•Impersonate any person or entity, including, but not limited to, a Compare Cloudware Ltd representative, or falsely state or otherwise misrepresent your affiliation with a person or entity.

•Engage in any illegal activities.

Users will be held liable to Compare Cloudware Ltd and/or third parties for any breach or violation of the said obligations and/or for any damage, ruin, overload, submission and dissemination of viruses, and interference with the proper use of materials and information included within the Sites, the information systems, documents, files and any kind of contents stored in any computer (hacking) owned by Compare Cloudware Ltd or any of its Users.

Unauthorised access to our Sites is a breach of these Terms and a violation of the law. You agree not to access our Sites by any means other than through the interface that is provided by Compare Cloudware Ltd for use in accessing our Sites. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our Sites.

Use of our Sites is subject to existing applicable English laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our Sites.

Use of our technologies. The technology and the software underlying our Sites and the Services are the property of Compare Cloudware Ltd and our partners. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the contents (texts, designs, graphics, information, database, pictures, logos, etc.), technology or software underlying our Sites or the Services.

**6. Intellectual and Industrial Property Rights**

Subject to the exceptions in these Terms and Conditions, all Content included on the site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Compare Cloudware Ltd, or our affiliates. By continuing to use the site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the site for personal or educational purposes only unless otherwise indicated on the site or unless given express written permission to do so by Compare Cloudware Ltd

If you believe that your intellectual or industrial property (including but not limited to copyright, trademarks, industrial designs, patents, models, etc.) have been violated by Compare Cloudware Ltd or by a third party who has included material on our Sites, please provide the following Notification of Claimed Infringement only to Compare Cloudware Ltd with the following elements:

•Your personal information: name, address, telephone/mobile number and e-mail address where Compare Cloudware Ltd can contact You;

•An identification of the work protected under the intellectual and/or industrial property that You claim has been infringed;

•A description of the material You claim is infringing and where the material that you claim is infringing is located on the Sites (e.g. the URL of the corresponding information on our Sites);

•Acts or circumstances that unravel the unlawfulness of such activities;

•An express and clear statement that You have a good-faith belief that the use is not authorized by the intellectual or industrial property rights owner or the law;

•A statement by You that the information in your notice is accurate and that You are the intellectual and/or industrial property right owner or are authorized to act on the owner's behalf;

•An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the intellectual and/or industrial property rights.

It is often difficult to determine if intellectual and/or industrial property rights have been violated. We may request additional information before we remove any infringing material.

**7. Disclaimers of liability**

General disclaimer. Users acknowledge and accept that they access and use the Sites and/or the published contents of the Sites under their full responsibility. Compare Cloudware Ltd does not guarantee or promise any specific results from use of Services provided in the Sites, in particular, it does not guarantee that requestors for help will find a provider of such help, nor that any help provided will be appropriate for them. We further disclaim any responsibility for any harm resulting from accessing any information or material on the Internet using search results from our Sites.

Third party content. Our Sites contain content that we create as well as content provided by third parties. This third party or User content includes, among other things, product and services descriptions, specifications, support conditions, performance, deployment methods, pricing, reviews and associated comments. Compare Cloudware Ltd only acts as a passive conduct for the distribution and publication of User-submitted content in the Sites and we are not responsible for the deletion, the inaccuracies or failure to display correctly of any third party information or content provided in the Sites. To the extent permitted by applicable law, we do not guarantee the accuracy, the integrity, or the quality of such third party content on our Sites. In particular, You may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate. Without limitation, we are not responsible for online reviews and comments by Users, nor for third party content included or referred to in any commercial communications which are sent out to registered Users. We have the right, but not the obligation (unless required by law or judicial authorities), to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

We do not systematically previously review or control any submitted content, offer, review, comment, opinion or any information whatsoever provided by Users. However, if we have effective knowledge, on our own or prompted by a third party, that a content, offer, review, comment, opinion or any other information that may infringe the law, these Terms of Use or other Users and third parties’ rights has been submitted, We will remove it from the Sites, without previous notice.

**8. No Warranty**

We do not warrant that our Sites will be uninterrupted or error free. In addition, we do not make any warranty as to the content on our Sites. Our Sites and their content are displayed on an "as is, as available" basis without any warranty of any kind. Any content that you obtain through our Sites is done at your own discretion and risk. To the extent permitted by applicable law, neither we nor any of our partners makes any warranty that (i) our Sites will meet your requirements, (ii) our Sites will be uninterrupted, timely, secure, or error free, (iii) the results that may be obtained from the use of our Sites will be accurate or reliable, (iv) the quality of any products, services, information, or other material that you obtain through our Sites will meet your expectations, and (v) any errors will be corrected. Neither we nor any of our partners makes any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, with respect to our Sites, any content, or any of our services, tools, products, or properties. You expressly agree that You will assume the entire risk as to the quality and the performance of our Sites and the accuracy or completeness of its content.

Neither we nor our partners shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our Sites.

Some countries and/or states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such countries and/or states, our liability and that of our third-party content providers and their respective agents shall be limited to the greatest extent permitted by law.

**9. Indemnity**

You hereby agree to indemnify, defend and hold Compare Cloudware Ltd and all of our directors, owners, employees, agents, information providers, affiliates, partners, advertisers and providers harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any Compare Cloudware Ltd Party in connection with any claim, including, but not limited to, a breach of these Terms, a breach of the applicable regulations and/or the infringement of rights owned by Compare Cloudware Ltd, its partners, other uses or any third party; claims for defamation, violation of rights of publicity and/or privacy, intellectual or industrial property rights infringement, arising out of:

•Your use of and/or connection to our Sites.

•Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you.

•The content, the quality, or the performance of content that You submit to our Sites.

•Your violation of these Terms or applicable Regulations.

•Your violation of the rights of any other person or entity.

•Any submission of false, inaccurate or misleading information.

•Acts that may cause direct or indirect damages to Compare Cloudware Ltd, other users or third parties.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims.

**10. Site Availability**

User acknowledges that 100% availability of the Sites is not technically feasible. However, Compare Cloudware Ltd will make its best efforts to keep the Sites available in the most constant possible way. Due to special maintenance, security or capacity issues, and also to some events over which Compare Cloudware Ltd may not influence (e.g., anomalies in public communication networks, electricity cut offs, etc.), Services provided by Compare Cloudware Ltd may be temporally suspended or affected by brief anomalies.

We disclaim any responsibility for, and if you subscribe to one of our Premium Services you will not be entitled to a refund as a result of, any service outages that are caused by our maintenance on the servers or the technology that underlies our Sites, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control.

**11. Miscellaneous**

We may be required by law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our Sites or delivering them to You through e-mail. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting Compare Cloudware Ltd at the address set out above.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Sites or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms including all terms, conditions, Privacy Policy and policies that are incorporated into these terms by reference, constitute the entire agreement between you and Compare Cloudware Ltd and govern your use of our Sites, superseding any prior agreements that you may have with us.

These Terms shall be construed in accordance with the laws of England & Wales, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in England & Wales if seeking interim or preliminary relief or enforcement of an arbitration award and compliance of the Terms set forth herein.

Compare Cloudware Ltd may elect to resolve any controversy or claim arising out of or relating to these Terms or our Sites by binding arbitration in accordance with the commercial arbitration rules of England & Wales. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in England, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either You or we may seek any interim or preliminary relief from a court of competent jurisdiction in England, necessary to protect the rights or the property of You or Compare Cloudware Ltd (or its agents, suppliers, and subcontractors), pending the completion of arbitration.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

If you have any queries on the Terms & Conditions, email [terms@comparecloudware.com](mailto:terms@comparecloudware.com)

CAPTCHA