

## WEBSITE TERMS AND CONDITIONS

Our Website Terms and Conditions (together with the documents referred to, in it) explain the terms for using our website [www.zybre.co.uk](http://www.zybre.co.uk) (“our website”), whether as a guest or a registered user. Please read these terms carefully before you start using our website.

By using our website, you agree that you accept these terms and that you’ll obey them. If you don’t agree to them, you must not use our website.

In these Website Terms and Conditions, all references to “ZYBRE”, “we”, “us” or “our” are references to ZYBRE Limited, and all references to “you” and “your” are references to anyone using our website.

### 1. ABOUT US

ZYBRE Limited (“ZYBRE”) is an internet service provider (“ISP”). We’re a limited company registered in England and Wales under company number 13380642 and our registered office address is at 20-22 Wenlock Road, London, N1 7GU. We’re regulated in the UK by Ofcom.

### 2. ACCESSING OUR WEBSITE

We allow you to use our website on a temporary basis. We can remove or change the service we provide on our website without notice (see below). We accept no responsibility for any loss, damage or cost to anyone, if for any reason our website is unavailable at any time or for any period.

Sometimes, we may restrict access to some or all parts of our website. Such a restriction might apply to anyone (whether registered with us or not).

If you choose, or you’re 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, and not reveal it to anyone else. We can, at any time, stop any user identification code or password from working, whether it was chosen by you or allocated by us, if we think you haven’t kept to any provision of these Website Terms and Conditions.

When using our website and our internet services, you must fully follow these Website Terms and Conditions and our Acceptable Usage Policy available at [www.zybre.co.uk](http://www.zybre.co.uk). You’re also responsible for making sure that anyone else who accesses our website through your internet connection is aware of these Website Terms and Conditions and our Acceptable Usage Policy and that they fully follow them. If you or they don’t do this and we incur losses, damages, expenses or costs (including any payable to third parties and legal costs) as a result, you must fully compensate us for these. This is called an “indemnity” and makes you 100% responsible for the full amount of any claim we have against you.

### 3. INTELLECTUAL PROPERTY RIGHTS

We’re the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Intellectual property rights include patents, trademarks, service marks, trade names, copyright (including, but not only, rights in computer software and in websites), rights in databases, rights in design and know-how. Our website and the material published on it are protected by copyright laws and treaties around the world. Other than as set out below, you must not republish or redistribute the content or material on our website (including by framing or similar methods).

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you draw the attention of others to material posted on our website. You must not change the paper or digital copies of any material you have printed off or downloaded in any way, and

you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must always acknowledge us (or any others who are identified as contributors of material on our website) as the authors of the material on our website. You must not use any part of the material on our website for business purposes without first getting a licence to do so from us or those who have granted us a licence.

If you print off, copy or download any part of our website in a way that does not follow these Website Terms and Conditions, your right to use our website will end immediately. If we then tell you to return or destroy any copies you've made of the material, you must do this immediately.

If you believe that your intellectual property rights have been infringed either on the internet or through any of the internet services provided by us, you may contact us and request that the infringing material is removed or access to it blocked. We'll fully investigate any complaints and, if we think (acting reasonably) there is an infringement, we'll take action to sort things out. If you think your intellectual property rights are being infringed, please contact:

Jonny Robinson – CEO  
ZYBRE Limited  
20-22 Wenlock Road,  
London,  
N1 7GU  
United Kingdom

#### **4. RELIANCE ON INFORMATION POSTED**

You must not rely on commentary and other material posted on our website. They are not meant to be treated as advice. We do not accept any responsibility at all for losses, damages or costs to anyone who relies on such material or commentary.

#### **5. OUR WEBSITE CHANGES REGULARLY**

We aim to update our website regularly and may change the content at any time. If we need to, we may suspend access to our website, or close it. Although we've tried to make sure the content is accurate, any content on our website may be incomplete, contain mistakes or be out of date at any given time. We don't have to update this content. You should check any information you get from our website before acting on it.

#### **6. OUR LIABILITY**

We don't guarantee or promise that the content or material on our website or things mentioned on it are accurate or available. Neither we nor any company in our group (or any person connected with us or any group company) accepts responsibility (except to the extent a law requires otherwise) for any:

- conditions, warranties and other terms which might be implied by law. (Sometimes the law suggests that particular conditions, warranties or terms are treated as part of an agreement, even if they're not specifically put into that agreement – these are "terms implied by law". We don't include any terms implied by law in our terms and this means you can't make claims based on them);
- loss which isn't a reasonably predictable result of our negligence or of our not following these Website Terms and Conditions;

- liability for any direct, indirect or consequential loss or damage incurred by any user of our services or in connection with the use, inability to use, or results of the use of (i) our services, (ii) any equipment we supplied to you under an agreement for provision of our services (“Equipment”), (iii) any equipment you acquired from a third party or, (iv) our website, any websites linked to it and any materials posted on it. This includes any liability for;
  - loss of income or revenue;
  - loss of business or opportunity;
  - loss of profits or contracts;
  - loss of savings you were expecting to make;
  - loss or corruption of data, information or software;
  - loss of goodwill;
  - the cost of getting substitute goods or services;
  - wasted management or office time;
  - and for any other loss or damage of any kind, however it happens, even if it is predictable.

However, we will accept responsibility for the actual cost of:

- loss of or damage to your physical property arising from our negligence. (For this we’ll pay no more than £100,000 in total, for any one event or series of connected events taking place in any 12-month period); and
- other direct financial loss that isn’t excluded by any of the categories set out above.

We’ll also accept responsibility (i) if our negligence (or that of our employees, contractors or agents) causes death or personal injury, (ii) for our fraud or fraudulent statements about an essential matter, and (iii) for any other liability that the law doesn’t let us exclude or limit.

You may have rights under the law which the terms of an agreement you have with us can’t affect. For example, the law may give you certain rights relating to Equipment which is faulty or has been described wrongly or, if you’re a residential customer of ZYBRE, you may have rights as a “consumer”. For more details of your legal rights, you should contact your local Citizens Advice, [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

You must always try your best to reduce any losses, damages or costs you may incur, if you have a claim against us.

Each part of this section (“Our Liability”) is treated as separate. It’ll still be valid even if other parts of this section are found to be invalid or unreasonable.

## **7. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE**

You can’t treat anything on our website as an offer by ZYBRE to provide any goods or services to you. You’ll only have a contract with us, under which we’ll provide you with our services, when (i) you’ve placed an order for them, (ii) you’ve accepted our standard terms for providing them and (iii) we’ve confirmed our acceptance of that order in writing. Our standard terms of service will apply to any contracts under which we provide you with any goods or our services (Residential Customer Terms of Service available at [www.zybre.co.uk](http://www.zybre.co.uk)).

## **8. TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE**

If you enter into any kind of contract or arrangement with any advertiser on our website or by following a link from our website to another website, that contract or arrangement (and its terms and

conditions) will be between you and the advertiser or the provider of the other website and we accept no responsibility in relation to it.

## **9. UPLOADING MATERIAL TO OUR WEBSITE**

If you use a feature that lets you upload material to or post material on our website, or make contact with other users of our website, you must promise us that the content or material complies with the “Content Standards” set out in our Acceptable Usage Policy at [www.zybre.co.uk](http://www.zybre.co.uk). If you don’t do this, and we incur losses, damages or costs as a result, you must fully compensate us for these. This is called an “indemnity” and makes you 100% responsible for the full amount of any claim we have against you. If we think that any material you’ve uploaded to or posted on our website doesn’t meet the Content Standards, we may remove it and block you from our website, without giving you any notice.

We won’t treat any material you uploaded to our website as confidential or owned by you. This means we can use, copy, send, amend and show it to others for any purpose. We can also reveal your identity to any person who claims that any material posted or uploaded by you to our website infringes their intellectual property rights (as described in the section “3. Intellectual Property Rights” above) or their right to privacy.

We accept no responsibility or liability to any other person, for the content or accuracy of any material posted by you or any other user of our website.

## **10. VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not try to access (i) our website, in a way that we don’t usually allow, (ii) the server on which our website is stores, or (iii) any server, computer or database connected to our website. You must not attack our website with a denial-of-service attack or a distributed denial-of-service attack.

If you break the above condition, you’re committing a crime under the Computer Misuse Act 1990. If this happens, we’ll report it to the relevant law enforcement authorities and tell them your identity. You’ll also lose your right to use our website immediately.

We accept no responsibility for any loss or damage caused by a denial-of-service or distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other material belonging to you, from your (i) using our website or (ii) downloading of any material posted on it, or on any website linked to it.

## **11. LINKING TO OUR WEBSITE**

You may link to our home page, as long as it’s legal and appropriate in the circumstances and doesn’t damage our reputation or take advantage of it. You must not create a link that makes it look like you are connected with us, or that we are giving you our approval or support, if this isn’t actually the case.

You must not create a link from any website that is not owned by you.

Our website must not be framed on any other website and you must not create a link to any part of our website other than the home page. We can take away any linking permission, without notice. The website from which you’re linking must fully meet the “Content Standards” set out in our Acceptable Usage Policy at [www.zybre.co.uk](http://www.zybre.co.uk).

If you’d like to use material on our website in any way other than that set out above, please send your request to [help@zybre.co.uk](mailto:help@zybre.co.uk).

## **12. LINKS FROM OUR WEBSITES**

Where our website has links to other websites and/or goods or services provided by others, these links are for your information only. We have no control over the contents of those websites, those goods or services, or their availability. We don't accept any responsibility for them or for any loss or damage that may result from your using or inability to access them. ZYBRE doesn't recommend or give its approval to (i) those goods or services or (ii) those websites, their contents or any goods, services, advertising or other material these websites contain.

## **13. JURISDICTION AND APPLICABLE LAW**

These Website Terms and Conditions are made under English and Welsh law. If a dispute arises that we can't settle between us, despite following our Complaints Code of Practice, it'll be decided in the English and/or Welsh courts. If we choose to, though, we can use the courts where you live (if this isn't England or Wales) or in any other country we think is appropriate.

Our website is designed for use in the United Kingdom and you must not use our website or services in countries where the local law restricts or doesn't allow this.

## **14. TRADE MARKS**

"ZYBRE" is a registered trade mark of ZYBRE Limited

All brand names, product names and/or service names used in our website are trademarks, trade names, service marks or copyrights of their respective owners. If you use any brand name, product name and/or service name without first getting its owner to agree to this in writing, you may be infringing that owner's rights. ZYBRE doesn't give you permission to use any brand name, product name or service name.

## **15. CHANGES**

We may update or change these Website Terms and Conditions at any time. You should check them from time to time to take notice of any changes we made, as they're legally binding on you, if you use our website. Sometimes a notice or other provision on another part of our website might replace part of these Website Terms and Conditions.

## **16. YOUR CONCERNS**

If you have any concerns about material which appears on our website, please contact [help@zybre.co.uk](mailto:help@zybre.co.uk).

If you wish to make a complaint about our website or our services, please see our Complaints Code of Practice at [www.zybre.co.uk](http://www.zybre.co.uk) for details of how to do so.

## **17. DATE**

This Policy is effective from 01<sup>st</sup> July 2021.