

Global Business Information Limited

Terms of Use of the Website

1. DEFINITIONS AND INTERPRETATION

- (a) In these Terms of Use any reference to:
- (i) **“Company”** means Global Business Information Limited (co. no. 09352195) whose registered office is at Charter House, 103-105 Leigh Road, Essex, SS9 1JL
 - (ii) **“Cookie Policy”** means the Company’s cookie policy, a copy of which can be found on the Website
 - (iii) **“Privacy Policy”** means the Company’s privacy policy, a copy of which can be found on the Website
 - (iv) **“Services”** means the performance of searches and the acquisition of documents from publicly available company records
 - (v) **“Terms of Use”** means these Terms of Use of the Website and any documents referred to herein
 - (vi) **“Website”** means this website www.globalbusinessinformation.com
 - (vii) **“You”** means any visitor to the Website and **Your/Yourself** shall be construed accordingly
- (b) Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) Any obligation on You not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- (d) A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- (e) Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- (f) A reference to **writing** or **written** includes fax and e-mail.
- (g) The headings are for reference purposes only and shall not affect the interpretation of these Terms of Use.

2. ACCEPTANCE OF TERMS

These Terms of Use, together with the Privacy Policy and the Cookies Policy explain the terms and conditions on which You may use the Website. Please read these Terms of Use carefully before You start to use the Website. By using the Website

You agree to the use of Your information by the Company in accordance with these Terms of Use.

3. THE WEBSITE

- (a) The information held on the Website is for general purposes and guidance only and does not constitute legal or professional advice and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances.
- (b) The Company does not make any representations or give any warranties or undertakings in relation to the quality, accuracy, completeness or fitness for purpose of the content of the Website. All information provided in connection with the Website relates to circumstances at the time of its original publication and may not have been updated to reflect subsequent developments.

4. LIMITATION OF LIABILITY

- (a) Except as required by law, the Company does not accept any responsibility and shall not be liable for any losses or damages whatsoever, whether in contract, tort (including negligence) or otherwise arising from reliance on information contained in the Website or from any interruption or delay in access, use of, or inability to use or access, the Website for whatever reason.
- (b) Notwithstanding any other provision in these Terms of Use, nothing will affect or limit Your statutory rights, or will exclude or limit the Company's liability for:
 - (i) death or personal injury resulting from the Company's negligence; or
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) action pursuant to Section 2(3) of the Consumer Protection Act 1987; or
 - (iv) any matter for which it would be unlawful for the Company to exclude or attempt to exclude its liability.

5. ACCEPTABLE USE POLICY

- (a) **You may not use the Website:**
 - (i) in any way that breaches any law or regulation, or has any unlawful purpose or effect; or
 - (ii) to send, knowingly receive, upload, download, publish, post, distribute, disseminate, transmit, use or re-use any material or information which is inaccurate, illegal, defamatory, offensive, infringing, obscene, indecent, unsolicited, unauthorised, unlawful, objectionable or which may expose You or the Company to legal action or reputational damage; or
 - (iii) to threaten, harass, stalk, abuse, disrupt or otherwise violate the rights of others.
- (b) **You also agree not to:**
 - (i) reproduce, duplicate, copy or sell any part of the Website except as permitted by these Terms of Use; or
 - (ii) obtain or attempt to obtain unauthorised access to, interfere with, damage or disrupt: the Website, the Company's computer systems, equipment, software, or any areas of the Company's networks which are identified as restricted; or
 - (iii) modify, access or make available data stored on a computer or device which You have accessed through the Company's network, when either: the owner of the data, computer or device has taken steps to prevent You from doing this, or the owner has expressed a wish that You do not do this; or

- (iv) make available or upload files that contain software, other material, data or information not owned by or licensed to You, or collect information about others without their prior consent; or
- (v) impersonate another person, use a false name or name You are unauthorised to use, create a false identity or e-mail address, try to mislead the Company or others as to the identity or origin of any communications, or to provide inaccurate or unreliable contact details; or
- (vi) falsify true ownership of software or other material or information contained in a file made available via the Website.

When You are asked to provide information in connection with the Website You agree to provide true, accurate, current and complete details.

6. VIRUSES AND COMPATIBILITY

The Company has taken steps to detect computer viruses but cannot guarantee that the Website is virus-free. The Company shall not be liable for any loss or damage which occurs as a result of any virus, including without limitation any distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other materials. You are responsible for protecting Your computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures. The Company gives no warranties as to the compatibility of the Website with Your computer systems, software and/or hardware. You must not misuse the Website by knowingly introducing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack, or in any other way. By breaching this section on Viruses and Compatibility, You would commit a criminal offence under the Computer Misuse Act 1990 and any and all other statutory provisions as applicable from time to time.

7. COPYRIGHT

- (a) The Website is owned by the Company and the copyright in the materials on the Website is owned by the Company. Global Business Information and any other names, images and logos identifying the Company are proprietary trade marks of the Company.
- (b) You may access, download, print and make occasional copies of materials published on the Website or provided as part of the Services for Yourself and/or others, and share these materials with others, provided that You do so free of charge, the copyright notices on this material remain intact, and Your communication of the content is not misleading or inaccurate. No other use of the materials published on the Website or provided as part of the Services is permitted without the express prior written consent of the Company. Requests for permission should be addressed to info@gbidocs.com. All rights reserved.

8. PRIVACY AND COOKIES

The Privacy Policy (and the Cookies Policy) explain how the Company collects and uses Your personal information. The Company shall not be subject to any obligations of confidentiality regarding submitted information except as outlined in the Privacy Policy or as otherwise specifically agreed or required by law.

9. THIRD PARTY WEBSITES AND LINKING

- (a) The Website may contain links to other websites over which the Company has no control, and the Company accepts no responsibility or liability for the operation or content of such websites. Please review the terms and conditions of other websites before using them.
- (b) Links to the Website are not permitted without the prior and express written consent of the Company.

10. TERMINATION

The Company reserves the right to limit or terminate Your access to all or part of the Website, with or without notice, for any reason and at any time.

11. VARIATIONS

Please note that the Company may amend these Terms of Use from time to time without notice. Where the Company changes or amend these Terms of Use, the Company will publish the updated Terms of Use on the Website and/or otherwise notify You of them. Any changes will take effect immediately upon publication. The Company encourages You to review these Terms of Use regularly.

12. SEVERANCE

If any provision or part-provision of these Terms of Use 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 provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms of Use.

13. ENTIRE AGREEMENT

- (a) These Terms of Use constitute the whole entire agreement between the Company and You and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between the parties relating to its subject matter.
- (b) The Company and You acknowledge that in entering into these Terms of Use neither party has relied on any prior representation or warranty (whether made innocently or negligently) given by one party to the other.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

14. GOVERNING LAW AND JURISDICTION

- (a) The Website and including the Terms of Use, the Privacy Policy and the Cookies Policy) shall be governed by and construed in accordance with the laws of England and Wales and You irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- (b) These Terms of Use may be presented to You in more than one language. However, the English language version of the Terms of Use shall prevail. All contracts made under these Terms of Use will be concluded in English.
- (c) The Website is controlled and operated from the United Kingdom. If You choose to access the Website from outside the United Kingdom, the Company makes no representation that the content or operation of the Website will comply with local laws.

15. CONTACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to these Terms of Use shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

Registered Office:
Global Business Information Limited
Charter House
103-105 Leigh Road
Leigh-on-Sea
Essex
SS9 1JL

Accounts payable to:
Global Business Information Limited
29 Leighton Avenue
Leigh-on-Sea
Essex
SS9 1QB

Company No.: 09352195
Director: Catherine Emma Bryan

Tel: 0207 793 6083 Fax: 0203 761 1833
Email: info@gbidocs.com Web: www.globalbusinessinformation.com