

## WEBSITE TERMS OF USE

This website (**Site**) is operated by CYBERBS LTD, a private company limited by guarantee without share capital registered in England and Wales, with company registration number 16308074 (**we, our or us**). These website terms of use (**Terms**) apply to your use of, and access to, the Site.

### Disclaimer:

The services we provide through the Site are for non-profit uses only. If you are uploading any files or content to the Site for us to provide our services (**Files**). You should ensure the Files do not contain any personal data, whether concerning you or any other individual.

Files may be retained on our servers for a maximum period of 1 hour before being automatically deleted, except where we are required to retain such Files for a longer period of time to comply with our legal obligations.

You acknowledge and agree that as part of the services we may use third party services, including, but not limited to URLscan.io and VirusTotal.

Where Files are uploaded to our website, we may put those Files through these Third Party Services and you acknowledge and agree that these Files may be publicly accessible through such Third Party Services' websites or platforms. Accordingly, we cannot guarantee the protection or confidentiality of the information shared in your Files, and you accept all risks associated with the uploading of your Files, in particular in relation to any personal data breaches or confidential information being made publicly available.

You should ensure you do not upload any Files that contain commercial sensitive or confidential information, and if you do so, you are responsible for all risks associated with any such confidential or sensitive information becoming public.

### Information and Availability:

While we use reasonable attempts to ensure the accuracy and completeness of the content and materials on the Site (**Content**), to the extent permitted by law (including the Consumer Rights Act 2015), we do not warrant the accuracy, completeness or suitability of any of the Content. The Content may be subject to change without notice and we do not undertake to keep the Site up-to-date. The Content is factual information only, is not comprehensive and is for general information purposes only. We also do not warrant that access to the Site will be uninterrupted, error-free or free from viruses.

### Intellectual Property Rights:

Unless otherwise indicated, we own or license the Content and all intellectual property rights (including any copyright, registered or unregistered designs, illustrations, artwork, patents or trade mark or logo rights and domain names) displayed or used on the Site (**Our Intellectual Property**).

We authorise you to access and use the Site solely for your own personal, non-commercial use and to view the Content on your personal device provided that you do not remove any copyright notice included in Our Intellectual Property.

Subject to the above, your use of, and access to, the Site and the Content does not grant or transfer to you any rights, title or interest to Our Intellectual Property. Unless otherwise permitted in these Terms, you must not:

- (a) copy or use, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, display, reverse engineer, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property; or
- (c) breach any intellectual property rights connected with Our Intellectual Property, including altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website or platform, or creating derivative works from Our Intellectual Property.

Nothing in the above clause restricts your ability to publish, post or repost Content or Our Intellectual Property on your social media page or blog, provided that:

- (d) you do not assert that you are the owner of the Content or Our Intellectual Property;
- (e) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
- (f) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- (g) you comply with all other terms of these Terms.

### **Conduct We Don't Accept:**

You must not do or attempt to do anything that is unlawful, which is prohibited by applicable law, which we would consider inappropriate or which might bring us or the Site into disrepute. This includes:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal data without an individual's consent) or any other legal rights;
- (b) using the Site to defame, harass, threaten, menace or offend any person;
- (c) using the Site for unlawful purposes;
- (d) interfering with any user of the Site;
- (e) tampering with or modifying the Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with the Site, including using trojan horses, viruses or piracy or programming routines that may damage or interfere with the Site and any other websites that are linked via the Site;
- (f) using the Site to send unsolicited electronic messages;
- (g) uploading any copyrighted material or content that you do not have the rights to share;
- (h) attempting to reverse engineer any programs without proper authorisation;
- (i) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
- (j) facilitating or assisting a third party to do any of the above acts.

### **Files:**

Files containing personal data or confidential data: You should ensure you do not upload any Files that contain commercial sensitive or confidential information, and if you do so, you are responsible for all risks associated

with any such confidential or sensitive information becoming public. You should ensure the Files do not contain any personal data, whether concerning you or any other individual.

Licence to Use Files: By uploading your Files on the Site, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable licence to use your Files in order for us to provide the services on the Site.

User Responsibilities: You are solely responsible for your Files and the consequences of uploading them. You confirm that you own or have the necessary licences, rights, consents, and permissions to upload the Files you submit.

Content Accuracy and Compliance: You agree that any Files you provide does not and will not breach any law or infringe the rights of any third party, including copyright, trade mark, privacy, and data protection laws.

Removal Rights: We reserve the right to reject any Files at any time without prior notice, for any reason, and without liability to you or any other party. This can include Files that we believe violates these Terms or our policies, or which we find otherwise objectionable or inappropriate.

### **Third Party Services:**

Our Site utilises publicly facing resources and tools, including but not limited to:

- (a) URLscan.io for scanning potentially malicious URLs; and
- (b) VirusTotal for scanning potentially malicious URLs and files,

**(Third Party Services).**

These Third Party Services may have their own terms of service and privacy policies. By using our Site and these Third Party Services, you agree to comply with their respective terms and policies. We strongly advise you to review these documents before using our Site.

Other than where our liability is not limited (see below), to the maximum extent permitted by law, we are not responsible for the acts or omissions of these Third Party Services in handling your data.

### **Third Party Sites:**

The Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Site, such third party provides the goods and services to you, not us.

### **When Our Liability Is Not Limited:**

Nothing in these Terms is intended or operates to limit or exclude our liability in respect of which it would be unlawful for us to do so, including for:

- (a) death or personal injury caused by our negligence; and
- (b) fraud or fraudulent misrepresentation.

### **When Our Liability Is Limited:**

If you are a business user of our Site, then we exclude all implied conditions, warranties, representations or other terms that may apply to the Site or the Content.

Subject to the above clause (“When our liability is not limited”), but despite anything else to the contrary, to the maximum extent permitted by law:

- (a) we will not be liable for, and you waive and release us from any liability (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise) arising from or in connection with any Files that are uploaded by you that contain personal data or confidential information (provided that, for the avoidance of doubt, if you are a data subject under the UK GDPR we are not excluding our liability to you to the extent we are a controller and we breach your rights under the UK GDPR or any other applicable data protection laws and we are not legally able to limit or exclude our liability to you);
- (b) we will not be liable for any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; and
- (c) our aggregate liability for any liability arising from or in connection with these Terms (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise) will be limited to £10.

If you are a business user, you agree to indemnify us against all liabilities, claims, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- (d) your breach of these Terms;
- (e) any claim made against us for actual or alleged infringement or breach of a third party’s intellectual property rights or confidentiality arising out of or in connection with your use of the Site or our services; and/or
- (f) any claim made against us by a third party arising out of or in connection with any uploading by you of Files that contain personal data.

### **Privacy:**

We respect your privacy and understand protecting your personal data is important. Our Privacy Policy (available on the Site) sets out how we will collect and handle your personal data.

### **What Happens If We Discontinue The Site:**

We may, at any time and without notice, discontinue the Site (in whole or in part), or exclude any person from using our Site.

### **Which Laws Govern These Terms:**

These Terms are governed by the laws of England and Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

### **Changes to these Terms:**

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Site. We recommend you check the Site regularly to ensure you are aware of our current terms.

**For any questions and notices, please contact us at:**

CYBERBS LTD, a private company limited by guarantee without share capital registered in England and Wales. Our company registration number is 16308074.

Email: [cyberbsinfo@gmail.com](mailto:cyberbsinfo@gmail.com)

**Last update:** 24 March 2025

© [LegalVision Law UK Ltd](#)