

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**1 DEFINITIONS**

In these terms and conditions:

- 1.1 'our', 'we' and 'us' means TriMorpheus Limited (company number: 03574826) and, where applicable, its officers, employees and authorised agents; and
- 1.2 'you' and 'your' include any business with which you are associated and on behalf of which you use our site and, where applicable, its customers and authorised agents.

**2 TERMS OF WEBSITE USE**

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website [www.gumshoe.co.uk](http://www.gumshoe.co.uk) (**our site**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site you enter into a binding contract with us on the following terms and conditions.

If you do not agree to these terms of use, you must not use our site.

**3 INFORMATION ABOUT US**

[www.gumshoe.co.uk](http://www.gumshoe.co.uk) is a site operated by TriMorpheus Limited. We are registered in England and Wales under company number 03574826 and have our registered office and trading address is: Flat 1, 25 Northdown Street, London, England N1 9BL. Our VAT number is 726 5496 08.

We are a limited company.

**4 CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

**5 OUR PROMISES**

We will permit you to access, use and interact with our site subject to these terms and conditions.

- 5.1 We will:
  - 5.1.1 exercise reasonable care in compiling our site;
  - 5.1.2 use reasonable efforts to make our site available to you at all times; and

## **6 EXCLUSIONS AND LIMITATIONS**

- 6.1 We do not represent or warrant that access to our site, or any part of it, will be uninterrupted, reliable or fault-free.
- 6.2 We do not represent or warrant to you that our site or any of its contents will be accurate, complete or reliable.
- 6.3 We do not represent or warrant that any services (whether or not provided by us) will be provided with due care and skill.
- 6.4 To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of:
- 6.4.1 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our site or any information or data on our site;
  - 6.4.2 the unavailability of our site (or any part of it) or services;
  - 6.4.3 any delay in providing, or failure to provide or make available, services, or any negligent provision of services;
  - 6.4.4 any misrepresentation on or relating to our site, the services (other than a fraudulent misrepresentation made by us or on our behalf); or
  - 6.4.5 loss of profits, sales, business, or revenue;
  - 6.4.6 business interruption;
  - 6.4.7 loss of anticipated savings;
  - 6.4.8 loss of business opportunity, good will or reputation; or
  - 6.4.9 any indirect or consequential loss or damage.
- 6.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- 6.6 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 6.7 We shall not be liable to you for any breach of these terms and conditions of use or any failure to provide or delay in providing our services through our site resulting from any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, fire, explosion or accident.
- 6.8 Our maximum liability to you in respect of your use of our site or any services we provide or make available to you through or in relation to our site will be the amount of any subscription fees paid on behalf of your business during the year in which the liability arose. You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property.

- 6.9 You are responsible for making all arrangements necessary for you to have access to our site.
- 6.10 You are also responsible for ensuring that all persons who access our site through your internet connection and/or using your login details are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 6.11 You agree that each of these limitations is reasonable having regard to the nature of our site.
- 6.12 None of the exclusions or limitations in this clause 6 shall exclude or restrict our liability for death or personal injury caused by our negligence.
- 6.13 None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such case our obligation, where permitted by law, will be limited to the resupply of our site or service to you.
- 6.14 Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these terms and conditions.

## **7 SITE SUBSCRIPTION AND CHARGES**

By subscribing to our site, you agree to pay our charges at the rate applicable from time to time and stipulated by us.

## **8 TERMINATION OF SUBSCRIPTION**

We may terminate your subscription immediately if you are in material breach of any of these terms and conditions and in particular upon any failure by you to pay your subscription charge in accordance with these terms and conditions. You may terminate your subscription at any time on 30 days' notice to us.

Any rights that have accrued to either party at the date of termination will remain enforceable after termination.

## **9 NO COMMERCIAL USE**

You agree that you will use our site only for your own internal business purposes and that you shall not exploit our site or any of its contents for any commercial purpose.

## **10 YOUR ACCOUNT AND PASSWORD**

If you choose, or you are 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. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code and password, you must promptly notify us at [contact@gumshoe.co.uk](mailto:contact@gumshoe.co.uk).

## **11 INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

## **12 UPLOADING CONTENT TO OUR SITE**

Any data you upload to, or input into, our site will be considered confidential. We will not access or use, or disclose to any third party, any Customer Data, except, in each case, as necessary to maintain or provide the Services. You retain all of your ownership rights in your data, but you are required to grant us a limited licence to store and copy that data in line with GDPR principles to the minimum extent required in order to provide and operate our site.

We will not be responsible, or liable to any third party, for the content or accuracy of any data posted by you or any other user of our site.

At your written request, and provided that the parties have an applicable NDA in place, we will provide a report so that you can reasonably verify our compliance with its obligations under Data Protection.

## **13 VIRUSES**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **14 LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact [contact@gumshoe.co.uk](mailto:contact@gumshoe.co.uk).

## **15 THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

## **16 APPLICABLE LAW**

Please note that these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales

## **17 CONTACT US**

To contact us, please email [contact@gumshoe.co.uk](mailto:contact@gumshoe.co.uk).

Thank you for visiting our site.