

# 1. TERMS OF USE

## **Acceptance of Terms of Use:**

By accessing and using this Web Site you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Web Site and all such terms shall be deemed accepted by you. If you do **NOT** agree to all these Terms of Use, you should **NOT** use this Web Site. If you do not agree to any additional specific terms which apply to particular Content (as defined below) or to particular transactions concluded through this Web Site, then you should **NOT** use the part of the Web Site which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.

These Terms of Use may be amended by Aurora Computer Services Limited at any time. Such amended Terms of Use shall be effective upon posting on this Web Site. Please check the Terms of Use published on this Web Site regularly to ensure that you are aware of all terms governing your use of this Web Site. Other Aurora Computer Services Limited web sites may have their own terms of use which apply to such web sites. Also, specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through this Web Site (the "Content") or transactions concluded through this Web Site. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

Aurora Computer Services Limited reserves the right to make changes or updates with respect to or in the Content of the Web Site or the format thereof at any time without notice. Aurora Computer Services Limited reserves the right to terminate or restrict access to the Web Site for any reason whatsoever at its sole discretion.

Although care has been taken to ensure the accuracy of the information on this Web Site, Aurora Computer Services Limited assumes no responsibility therefore. ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". AURORA COMPUTER SERVICES LIMITED HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS WEB SITE OR THE CONTENT AURORA COMPUTER SERVICES LIMITED DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS WEB SITE. YOU ACKNOWLEDGE ANY INFORMATION SENT MAY BE INTERCEPTED. AURORA COMPUTER SERVICES LIMITED DOES NOT WARRANT THAT THE WEB SITE OR THE SERVERS WHICH MAKE THIS WEB SITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY AURORA COMPUTER SERVICES LIMITED ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS.

IN NO EVENT SHALL AURORA COMPUTER SERVICES LIMITED OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS WEB SITE OR THE CONTENT, EVEN IF AURORA COMPUTER SERVICES LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST AURORA COMPUTER SERVICES LIMITED PERTAINING TO OR IN CONNECTION WITH THIS WEB SITE MUST BE COMMENCED AND NOTIFIED TO AURORA COMPUTER SERVICES LIMITED IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.

This Web Site may provide links to other web sites that are not under the control of Aurora Computer Services Limited. Aurora Computer Services Limited shall not be responsible in any way for the content of such other web sites. Aurora Computer Services Limited provides such links only as a convenience to the user of this Web Site, and the inclusion of any link to any such web sites does not imply endorsement by Aurora Computer Services Limited of the content of such web sites.

Any material or information sent through or in connection with this Web Site by you ("User Materials") will be treated as non-confidential and non-proprietary, and immediately become the property of Aurora Computer Services Limited, subject to any privacy policies posted on this Web Site. Aurora Computer Services Limited may use such User Materials as it deems fit, anywhere in the world, without obligation for compensation, and free of any moral rights, intellectual property rights and/or other proprietary rights in or to such User Materials.

The Web Site may contain references to specific Aurora Computer Services Limited products and services that may not be (readily) available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any particular country.

Software made available for downloading from or through this Web Site is licensed subject to the terms of the applicable license agreement. Except as set forth in the applicable license agreement, the software is made available for use by end users only and any further copying, reproduction or redistribution of the software is expressly prohibited. WARRANTIES, IF ANY, WITH RESPECT TO SUCH SOFTWARE SHALL ONLY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE LICENSE AGREEMENT. AURORA COMPUTER SERVICES LIMITED HEREBY EXPRESSLY DISCLAIMS ALL FURTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE.

These Terms of Use shall be governed by and construed in accordance with the laws of England & Wales. You agree to the exclusive jurisdiction of the courts of England & Wales, for any claim or cause of action arising out of, or relating to or in connection with these Terms of Use or this Web Site, provided that such exclusivity does not apply to legal actions initiated or brought by Aurora Computer Services Limited.