

## **TERMS AND CONDITIONS FOR USE OF THE MCSA GROUP LTD WEB PORTAL**

**Version 1.3 – Dated: 23<sup>rd</sup> May 2017**

In these Terms and Conditions “we, our, us, MCSA ” refers to “MCSA Group Ltd”.  
In these Terms and Conditions “you, your, Client” refers to customers and partners of MCSA.

This Portal is operated by MCSA for use by customers and partners of MCSA.

### **ACCEPTANCE OF TERMS**

By accessing the content of the web portal at [www.mcsa.co.uk](http://www.mcsa.co.uk) (“the Portal”) you agree to be bound by the terms and conditions set out herein and you accept our privacy policy available at <http://www.mcsa.co.uk/privacy-policy/>. If you object to any of the terms and conditions set out in this agreement you should not use any of the products or services on the Portal and leave immediately.

You agree that you shall not use the Portal for illegal purposes, and will respect all applicable laws and regulations. You agree not to use the Portal in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Portal. You also agree not to compromise the security of the Portal or attempt to gain access to secured areas or sensitive information.

You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the terms and conditions set out in this agreement.

You agree that by requesting access to use the Portal and then being supplied by MCSA with a username and password, you have given MCSA the authority to make your client data available to you via the Portal.

You are responsible for the use of your account and maintaining the confidentiality of all passwords and information. Sharing of passwords and login details and information is at Client’s own risk. Client is responsible for the security of all Data saved to the Portal.

### **MODIFICATION**

MCSA reserves the right to change any part of this agreement without notice and your use of the Portal will be deemed as acceptance of this agreement. We advise users to regularly check the Terms and Conditions of this agreement.

MCSA have complete discretion to modify or remove any part of this site without warning or liability arising from such action.

## **LIMITATION OF LIABILITY**

MCSA will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of the Portal.

Nothing within this Agreement will operate to exclude any liability for death or personal injury arising as result of the negligence of MCSA, its employees or agents.

## **COPYRIGHT**

All intellectual property of MCSA such as trademarks, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the Portal remain the property of MCSA.

By using the Portal you agree to respect the intellectual property rights of MCSA and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Portal.

## **DISCLAIMERS**

The information is provided on the understanding that the Portal is not engaged in rendering advice and should not be wholly relied upon when making any related decision.

The information contained with the Portal is provided on an “as is” basis with no warranties expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the Website.

MCSA does not guarantee uninterrupted availability of the Portal and cannot provide any representation that using the Portal will be error free.

MCSA further disclaims and does not represent or warrant the following:-

That the Portal will operate without interruption, errors defects, bugs, viruses or other harmful components or that any defects appearing on the Portal will be corrected.

Liability or responsibility to any person, firm or corporation for any loss, damage, injury, claim or liability of any kind or character based on or resulting from any Data or Content contained on the Portal or the accidental release of such Data or Content.

## **THIRD PARTIES**

The Portal may contain hyperlinks to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

## **SEVERANCE**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

## **GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by the laws of England and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.