



Terms of Use of Website

GBERGERET.CLOUD

Business Details	Business Address
GBergeret Cloud Services Company number 12543938	85 Great Portland Street, First Floor, London, W1W 7LT, United Kingdom

The following Terms of Use of Website (hereinafter referred to as "Terms of Website") are entered into between:

GBergeret Cloud Services, a company registered in England and Wales with company number 12543938 and whose registered office is at 85 Great Portland Street, First Floor, London, W1W 7LT, United Kingdom, VAT number GB353207815 hereinafter referred to as "GBergeret Cloud Services", "we", "us" (and all alternatives),

and

You, in your capacity as a user of the website gbergeret.cloud and all its subdomains.

1. Purpose

- 1.1 GBergeret Cloud Services operates a website accessible at the address <https://gbergeret.cloud> and all of its subdomains (hereinafter referred to as the "site").
- 1.2 This document contains the general terms and conditions for the use of the site, which apply to all users, and defines their rights and obligations in their relationship with the site.
- 1.3 Please carefully read these Terms of Website, as accessing and/or using the site implies your unlimited acceptance and complete compliance with them, along with the [Privacy Policy](#), which is an integral part of these terms.
- 1.4 **If you do not agree with these conditions, please exit the site and/or cease using it.**



2. Definitions

- a. **Site** represents the website accessible at the address <https://gbergeret.cloud> (and all its subdomains) through which you can learn more about us, our services, how you can contact us and read our articles on our blog.
- b. **User** represents any natural person who accesses the site, is 18 (eighteen) years of age or older, and has the capacity to contract.
- c. **Services** represent our Platform Engineer and DevOps Consultant services described on the site and provided by us to our clients.
- d. **Social media accounts** represent the accounts on LinkedIn, GitHub, and/or any other social network.
- e. **Working day** represent hours between Monday to Friday, from 9:30 am to 5:30 pm, London time zone. any day from Monday to Friday, (excluding Christmas Day (25th of December), 1st of January or any other British bank holidays. The terms expressed in working days are calculated starting from the working day immediately following the day when any activity was recorded. For precision, we mention that if non-working days (weekends, bank holidays, etc.) are included in the term calculation, they are not taken into account for those terms.

3. Commitments

- 3.1 By using the site, you warrant and guarantee that: 1) you have the legal capacity and you agree to comply with these legal terms; 2) you are at least 18 years old and/or you are not a minor in the jurisdiction you reside; 3) you will not access the site through automated or non-human means, whether through a bot, script or otherwise; 4) you will not use the site for any illegal or unauthorised purpose; 6) your use of site will not violate any applicable law or regulation.
- 3.2 As a user, you commit to accessing and using the site (as well as each of its existing and future functionalities) in a reasonable manner, in good faith, and in accordance with the applicable laws and regulations in force at the time of use, as well as the terms of this document. You commit, in particular, not to use the site in such a way as to violate intellectual property rights (copyright, trademarks, design, etc.), human rights (image, respect, privacy, etc.), and fundamental rights and freedoms.
- 3.3 **As a user, you are solely responsible for any direct or indirect damages you may suffer or cause due to inaccurate, incomplete, and/or misleading information that you provide by contacting us or by misusing the site or contrary to the applicable laws and/or these terms, assuming full responsibility in this regard.**



4. General Principles Of Access, Functionality, And Use Of The Site

- 4.1 This site is for presentation information and knowledge-sharing purposes only; you cannot purchase any services directly from it. The knowledge-sharing does not represent professional consultancy but is solely our personal opinions. The site's sole purpose is to present us to you, our background, and the services we provide so you can better understand how we can help. If you need more information, the site provides our contact details and possibilities for booking an initial chat.
- 4.2 We may refuse your presence on the site if we believe that you are abusing the site as explained in this document and/or not following the site's instructions regarding its use or if there are suspicions of fraud. We may restrict your access to the site without prior notice. The restriction of your access may be preceded by warnings based on the severity of the violation, as applicable, at our exclusive discretion.
- 4.3 We reserve the right to temporarily or permanently close the site or to interrupt its access, without notice or compensation, for the purpose of verifying, updating, or changing operational methods, servers, services, and hours of accessibility without this list being exhaustive.
- 4.4 We reserve the right to make all changes and improvements to the site that we deem necessary or valuable for its proper operation at any time and without prior notice. The changes will be brought to your attention by their mere implementation on the site, as long as they do not concern significant changes in your rights and obligations, and they will be deemed accepted to the extent that you continue to use the site and by updating the site's usage policies, where applicable. Therefore, we do not guarantee the accuracy and completeness of the information and services described on the site or used by the site.
- 4.5 You expressly agree that we can assign to any third party any rights and obligations you have under this document if the situation imposes so. These may include, for example, a merger and/or acquisition process or other similar ones. We do not guarantee the execution of the contract once the total assignment of your rights and obligations takes effect.
- 4.6 You commit not to make any unfounded and malicious review of the site and/or us, to damage our reputation (including that of our staff) and/or that of other users.
- 4.7 **In case of violation of any legal or contractual obligations according to this document, you will be held accountable to GBergeret Cloud Services for all damages caused, whether directly or indirectly.**



- 4.8 We make every effort to ensure access and proper operation of the site 24 hours a day, 7 days a week. However, given the limitations of the internet, we cannot exclude the possibility that access to the site and its operation may be interrupted, especially in cases of force majeure, user equipment failures, failures in the users' internet network, maintenance, and improvement operations of the site. We are not responsible for any interruption of the site, whether voluntary or not, specifying that we commit to minimising any interruptions for which it may be held responsible.
- 4.9 We are not responsible for any inaccuracies or errors nor for any direct or indirect damage caused by the use of the site that was not due to our wrongful conduct.
- 4.10 You agree to release and not take legal action against our external collaborators and us regarding any claims raised by a third party resulting from your use of the site, as well as for any loss (direct, indirect, consequential, or otherwise), costs, actions, lawsuits, claims, damages, expenses (including legal expenses), or other liabilities suffered in any way or directly caused by the site and/or us, as well as external collaborators, **as a result of your violation or disregard of these Terms of Website or any applicable legal provisions.**

5. Limitation of Liability

- 5.1 In no event, we or our directors, employees or agents will be liable to you or any third party for any direct, indirect, consequential or any kind of damages, including but not limited to lost profit, lost revenue, loss of data or any kind of damages resulting for the use of site. Notwithstanding anything to the contrary stated herein, our liability to you for any cause whatsoever, regardless of the form of the action, will at all times be limited to 1000 euros.

6. Security And Hyperlinks

- 6.1 Data transfer through the site is encrypted according to the SSL standard.
- 6.2 SSL (Secure Sockets Layer) is the standard security technology used to establish encrypted connections between a web server and a browser. This connection ensures that all data transmitted between the web server and browsers remains private and intact. SSL is an industry-standard and is used by millions of websites to protect online transactions with their customers.
- 6.3 As a user, you can share access to the site with third parties through a link, as long as you do so fairly, in compliance with the applicable law, without affecting the interests, reputation, and/or image of the site and us, and without exploiting our reputation for personal purposes.
- 6.4 If you wish to use content from our site outside of the abovementioned situations, please email us.



- 6.5 The existence of a hypertext link from a third-party website to our site does not imply any form of cooperation and/or partnership between us and that third-party website. We have no control over third-party websites, and therefore, we assume no responsibility for the content, products, and/or services available on or from these third-party websites accessible through a link to our site.
- 6.6 Our site may contain links to client or partner websites or third-party websites. We have no control over these websites, and therefore, we assume no responsibility for the availability, content, and products and/or services available on these websites. We will not be liable for any direct or indirect damages that may occur through their access or use.
- 6.7 You are responsible for not misusing the site by introducing viruses, trojans, or other materials that could cause technological issues. You must not attempt to gain unauthorised access to the site or allow unauthorised access by a third party.
- 6.8 In this regard, you acknowledge and agree that it is your responsibility to install adequate antivirus and security software on your computer hardware and any other devices to protect yourself from any errors, viruses, or other harmful programs.
- 6.9 We are not responsible for any damage caused by a virus or any other type of technological material that may infect your computer, your IT system, or your data as a result of using the site or other websites linked to our site.
- 6.10 We do not guarantee that the site will be completely secure or free of any viruses, although we will exercise all reasonable diligence to achieve the highest possible level of security.

7. Intellectual Property

- 7.1 GBergeret Cloud Services's Intellectual Property Rights
 - 7.1.1 The site and each of its components, including, but not limited to, information, text, images, videos, photographs, trademarks, logos, company names, and domain names, are the exclusive property of ours and/or our partners, as applicable.
 - 7.1.2 These elements are protected by intellectual property laws and other laws, including copyright laws. **Any reproduction or representation, in whole or in part, of the website and/or any of its components without our authorisation is prohibited and constitutes a violation sanctioned by the applicable laws.**
 - 7.1.3 Nothing in the site's content should be interpreted as granting a licence or right to use any trademark presented on the site without written permission



from us or third parties who may own the respective trademarks. Thus, you can use any image, trademark, sign, graphic, video, melody, or other materials belonging to us, our partners, or other third parties **only if you have obtained prior written consent from the holders of each individual right.**

- 7.1.4 As a user, you agree not to use, modify, distribute, copy, transmit, display, publish, reproduce, licence, sublicense, loan, transfer, or sell any information obtained from or through the site and/or the underlying software or any other components for purposes other than in accordance with these Terms of Website and applicable law.

For example, but not limited to, unless priorly agreed in writing by us, you are prohibited to:

- use, translate or reproduce the content of our site.
- use our logo in any way.
- copy the design of our site.
- use the images and/or illustrations from the site in any way.

- 7.1.5 Failure to comply with any of these clauses automatically leads to 1) cancellation of the right to use our site and blocking its access to you, 2) your obligation to immediately destroy all materials downloaded and/or physically or digitally printed (such as screenshots), and 3) payment of total damages.

- 7.1.6 You undertake to hold us and any or all of our administrators, directors, employees, agents, and providers harmless and indemnify us and them for any claim, liability, damages, losses, costs, and payments, including attorney's fees and counsellor's, incurred in connection with or related to any infringement of intellectual property rights.

7.2 Your Intellectual Property

- 7.2.1 By leaving reviews/testimonials on our social media accounts or in other media and engaging in any other activities related to the site, you expressly authorise us to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate, and display such public content on the site, our social media accounts, blogs, and/or any other media means (including physical and digital mass media, press releases, sales support, marketing and advertising materials, newsletters, alerts) by any means, for the purpose of operation, improvement, promotion, marketing, and advertising of the services and the site, or for establishing partnerships.

- 7.2.2 The authorisations in this chapter are valid for all users for a period of 5 years or for a more extended period if such protection is provided by law. **Users may withdraw or limit this consent at any time.**



8. Force Majeure And Fortuitous Event

- 8.1 In any case, we will not be liable in any way to any user and are excused for any failure to deliver or execute or for any delays in the performance of these Terms of Website due to causes beyond our control, including but not limited to government actions, fires, labour interruptions, pandemics, shortages, war, terrorism, civil disturbances, natural disasters, logistics issues, power outages, interruptions in communications, internet service provider issues, or failures related to hosting services, or delays caused by hardware or software system providers, malware intrusions, hacking attacks, actions by third parties beyond our control, including changes to G Bergeret Cloud Services' ability to provide access to the site due to legislative changes or policies of external or government partners.

9. Notifications And Other Communications

- 9.1 For any questions or information regarding the site and/or this document, you can contact us at the following email address: contact@gbergeret.cloud. For the purpose of discussing a possible collaboration, please use the scheduling feature available at this link: <https://gbergeret.cloud/#contact>.
- 9.2 As a user, you agree that any notifications made to you will be sent via email to the address you provided us or by post (with return receipt) / courier to your postal address if provided by you. The choice of the most appropriate transmission method is at our discretion, depending on the circumstances.
- 9.3 Unless specified otherwise in these Terms of Use, we may also inform you through electronic notifications (pop-ups, messages included on the website, etc.), SMS messages, or direct phone contact.
- 9.4 A notification is deemed to be received on the first working day following the date of the communication.
- 9.5 Verbal notifications are not taken into consideration by either party.
- 9.6 We will make all efforts to solve any notification sent by any user within a maximum of 60 (sixty) days from the moment the notification is communicated to us.

10. Data Protection

- 10.1 Personal data is protected in accordance with the current legislation. The privacy policy can be accessed [here](#) or directly on the website.



11. Changes To Terms of Website

- 11.1 We reserve the right to modify these Terms of Website in whole or in part.
- 11.2 We will inform you of any changes to these Terms of Website by simply displaying them on the site, except in cases where the changes could affect you, in which case we will inform you in writing at least 10 (ten) working days before the new changes take effect.
- 11.3 If you do not wish to accept the new terms, you have a period of 24 (twenty-four) hours from the date of notification to inform us by email. In this regard, you understand and agree that if you do not agree to the new terms, the use of the site will no longer be possible. This will not limit the fulfilment of obligations already due between the parties to the extent possible from a technical point of view.
- 11.4 If you do not notify us of your disagreement within the specified time frames, it will be considered that you have accepted the changes.

12. Nullity, Conciliation, And Dispute Resolution Policy

- 12.1 If any of the clauses of these Terms of Website is declared null and void due to changes in legislation, regulations, or a court decision, this will not affect the validity and compliance of these terms in any way. Our failure to exercise our rights under this document does not constitute a waiver of our rights.
- 12.2 Any conflict between you and us will be attempted to be resolved amicably through mutual understanding.
- 12.3 In the context of using the site, any act, content, attitude, and/or statement by you that may deceive, mislead, shock, defraud, or, in general, cause harm to any other user and/or us (including our staff members) may, at our discretion and without prejudice to any compensation claim, be the subject of (i) a reminder of the Terms of Website of the site, (ii) an official notification. These examples are not exhaustive, and we reserve the right to monitor the site at any time when we are notified of controversial and/or inappropriate behaviour.
- 12.4 The interpretation and application of these Terms of Website will be in accordance with the laws of England. In the event of contradictions between the English language version and any other language, the English language version will prevail.
- 12.5 If the conflict is not resolved amicably, the jurisdiction lies with the courts of England, within the jurisdiction of our headquarters.