

WEBSITE TERMS

Updated: 23/2/24



use of the CloudX website or Services, you will be deemed to accept the updated Terms and agree to be bound by them.

1 Formation of Agreement

- a. These terms of use (the “Terms”) are a legal contract between Johnson Technology Ltd and its affiliates (“CloudX”, “we”, or “us”) and “you” (“Customer”, “your” or “user”). The Terms explain how you are permitted to use the services provided by and through our platform and website(s) as well as all of our associated internet and physical properties (either linked by CloudX and/or affiliated companies) and any software that CloudX provides to you for download or use. The Terms also govern your use of all the text, data, information, software, graphics, proprietary content, and more (all of which we refer to as “Materials”) that we and/or our affiliates may make available to you, as well as any service we may provide through this site. Collectively the Site, the Materials, and services provided therein are referred to as the “Services” or “Products”.
- b. Using the services indicates that you have both read and accepted these terms. If you do not agree with any of these terms, do not enter or access or otherwise use the Services.

2 Your acceptance of these terms

- a. By using the Services, you represent and warrant that you are of age under the laws of your jurisdiction and/or lawfully able to enter into contracts. If you are not legally able to enter into contracts, you may not use the Services at any time or manner or submit any information to CloudX or the Services.
- b. If you are entering into these Terms on behalf of a business entity or organisation, you represent and warrant that you have the legal authority and capacity to bind such business entity or organisation. If you are not authorized nor deemed by law to have such authority, you assume sole personal liability for the obligations set out in these Terms.

3 Privacy

- a. Please review our privacy policy (the “[Privacy Policy](#)”) which explains how we use the information that you submit to CloudX. The Privacy Policy is hereby incorporated by reference.

4 Changes to these Terms

- a. We may modify these Terms from time-to-time by updating the Website Terms of the website or by direct written notice to you. By continuing

5 We may suspend or terminate your access

- a. We may suspend or terminate your access to all or part of the CloudX website at any time if you breach these Website Terms in our reasonable opinion.

6 Registration may be required

- a. We may require you to register with us in order to access some parts of the CloudX Website. Where you register with us, you must keep your registration details confidential; you will be responsible for any and all access to the CloudX Website using your registration credentials, even if access is by another person.

7 No Warranties or Representations

- a. To the maximum extent permitted by law, we do not represent or warrant that the content of the CloudX website is accurate, reliable, suitable, or complete. Although we use reasonable care and skill in providing the CloudX Website, we cannot promise that the CloudX website will be continuously available or virus or fault-free.
- b. CloudX makes no warranty regarding any goods or services purchased or obtained through the Services or any transactions entered into through the Services.

8 Our liability to you

- a. Except as set out under this section, we may be liable to you for the breach of contract or negligence under the principals applied by the courts. We are not liable for the loss or damage to the extent that is caused by you; To the maximum extent permitted by law, we exclude any liability to you that may otherwise arise from your use of the CloudX Website in connection with any business purpose.

9 Your liability to us

- a. You are liable to us for breach of the Website Terms or negligence under the principals applied by the courts; You are not liable to us for any loss to the extent that is caused by us.

10 Inconsistent Terms

- a. If there are any inconsistencies between these Terms and any other Terms displayed on individual pages, or Service Agreements, or Service Descriptions, the other terms will govern to the extent of the inconsistency.

11 No waiver for breaches

WEBSITE TERMS

Updated: 23/2/24



- a. If we do not act in relation to a breach of the Website Terms by you, we do not waive the rights to act in relation to that breach or any later breach by you; If you do not act in relation to a breach of the Website Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.