

GDPR Direct Terms of Use

Welcome to [www.gdprdirect.com](#) ("Site"). The owner and operator of the Site is GDPR Direct Limited ("GDPR Direct"), a limited liability company registered in the United Kingdom ("UK") under company number 10959622, with its registered office located at St Georges House, 215-219 Chester Road Manchester M15 4JE UK ("we", "our" or "us").

These Terms of Use and all policies and additional terms (if applicable) posted on the Site set out the terms on which we offer you access to and use of our Site, services and applications including our mobile application (collectively, the "Services"). You can find all of our policies and additional terms here: [www.gdprdirect.com](#) ("Policy Documents"). These Policy Documents are incorporated by reference into these Terms of Use.

By accessing, registering and/or continuing to use or access our Services, you are agreeing to be bound by these Terms of Use and the Policy Documents with immediate effect. These Terms of Use and the Policy Documents are subject to change by us at any time. Your continued use of the Site following any such change constitutes your agreement to these Terms of Use and Policy Documents as so modified.

References in these Terms of Use to "you" (or similar) are references to you as an individual or legal entity as the case may be.

ABOUT OUR SITE

To benefit from all of the Services we offer, you must create a GDPR Direct account and provide certain basic information about yourself, which you authorize GDPR Direct to use and disclose as described in our Privacy Policy.

While we make reasonable efforts to provide you with accurate content, we make no guarantees, representations or warranties, whether expressed or implied, with respect to expertise, quality of work or any other content available through the services. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on any such content.

"Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Services and/or Site, including, without limitation, Content provided in direct response to your questions or postings.

We reserve the right to introduce new Services and update or withdraw any of the Services, in our sole discretion, and we will not be liable to you for exercising this discretion.

1. WE DO NOT PROVIDE DATA PRIVACY/PROTECTION COMPLIANCE ADVICE

1.1 The Content that you obtain or receive from GDPR Direct, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services, is for informational and educational purposes only. All data privacy related information, including, without limitation, information shared via GDPR Direct channels is for informational and educational purposes only.

1.2 While we hope the content is useful to you, it is not intended as a substitute for, nor does it replace, professional data privacy advice. Nothing stated or posted on the site or available through any services is intended to be professional or legal data privacy advice.

1.3 If you rely on any Content, you do so solely at your own risk. We encourage you to independently confirm any Content relevant to you with other sources, including qualified lawyers or similar professionals.

2. THE SERVICES AND CONTENT ARE INFORMATIONAL AND EDUCATIONAL RESOURCES

The Services are an informational and educational resource for consumers. We may, but have no obligation to, publish Content through the Services that is reviewed by our editorial personnel. No party (including GDPR Direct) involved in the preparation or publication of such works guarantee that the Content is timely, accurate or complete, and they will not be responsible or liable for any errors or omissions in, or for the results obtained from the use of, such Content.

3. YOUR PERSONAL INFORMATION

3.1 Protecting client privacy and keeping your information secure is amongst our biggest priorities. This section will help you understand what information we ask for and why.

3.2 To create a GDPR Direct account, you must provide a few pieces of basic information about yourself.

3.3 If you wish to benefit from other Services we provide, you can choose to share additional information with GDPR Direct. Our Privacy Policy details how we may use, share, and maintain the information that you voluntarily share with GDPR Direct (collectively, "Personal Information").

3.4 By submitting such information, you authorize GDPR Direct, its employees, its agents and others operating on its behalf to use and/or disclose such information in accordance with our Privacy Policy. Please review the Privacy Policy carefully, as your use of the Services constitutes your agreement to it.

4. YOUR RESPONSIBILITIES

4.1 Account Credentials. When you create a GDPR Direct account, you will provide an email address and create a password (collectively, "Credentials"). You should keep your Credentials private and not share your Credentials with anyone else. You must immediately notify us if your password has been stolen or compromised by sending an email to support@gdprdirect.com

4.2 You are responsible for all use of the Services and for all use of your Credentials, including use by others to whom you have given your Credentials. You may only use the Site and the Services for lawful, non-commercial purposes. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means.

4.3 In addition to our rights in these Terms of Use, we may take any legal action and implement any technological measures to prevent violations of the restrictions hereunder and to enforce these Terms of Use.

5. CHANGES TO THE SERVICES

We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Under no circumstances will GDPR Direct be liable for any suspension or discontinuation of any of the Services or portion thereof, and the use of new services will be governed by this Agreement.

6. CONTENT YOU SUBMIT

By posting information through the Services, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, to GDPR Direct and its contractors an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such posted information and to adapt, edit, translate, prepare derivative works of, or incorporate into other works, such posted information.

7. USE OF CONTENT

All of the Content is owned by us or our licensors and is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Services and any underlying technology or software used in connection with the Services contain GDPR Direct's proprietary information. We give you permission to use the Content for personal, non-commercial purposes only and do not transfer any intellectual property rights to you by virtue of permitting your use of the Services. You may print, download, and store information from the Site for your own convenience, but you may not copy, distribute, republish (except as permitted in this paragraph), sell, or exploit any of the Content, or exploit the Site or Services in whole or in part, for any commercial gain or purpose whatsoever. Except as expressly provided herein, neither GDPR Direct nor its suppliers grant you any express or implied rights, and all rights in the Site and the Services not expressly granted by GDPR Direct to you are retained by GDPR Direct.

8. DISCLAIMER

We want your experience with GDPR Direct to be exceptional. While we work hard to make that happen, you acknowledge that we have no control over, and no duty to take any action regarding: (a) which users gain access to the Site and/or the Services, (b) what Content you access, (c) what effects the Content may have on you, (d) how you may interpret or use the Content, or (e) what actions you may take as a result of having been exposed to the Content. You release us from all liability for you having acquired, you having not acquired, or your use of Content. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Site and/or the Services. We have no special relationship with or fiduciary duty to you. We provide the services "as is" and "as available." We make no express or implied warranties or guarantees about the services. To the maximum extent permitted by law, we hereby disclaim all such warranties, including all statutory warranties, with respect to the services and the site, including, without limitation, any warranties that the services are merchantable, of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing. We do not guarantee that the results that may be obtained from the use of the services will be effective, reliable or accurate or will meet your requirements. We do not guarantee that you will be able to access or use the services (either directly or through third-party networks) at times or locations of your choosing. We are not responsible for the accuracy, reliability, timeliness or completeness of information provided by users of the services or any other data or information provided or received through the services. Except as expressly set forth herein, GDPR Direct makes no warranties about the information systems, software and functions made accessible through the services or any other security associated with the transmission of sensitive information. GDPR Direct does not warrant that the site or the services will operate error-free, bug-free or free from defects, that loss of data will not occur, or that the services, software or site are free of computer viruses, contaminants or other harmful items.

9. LIMITATION OF LIABILITY

Your sole and exclusive remedy for any dispute with us is the cancellation of your account in no event shall our cumulative liability to you for any and all claims relating to or arising out of your use of the services or the site, regardless of the form of action, exceed the greater of:

- (a) the total amount of fees, if any, that you paid to create or maintain an account with the site or the services, or
- (b) GBP 100.

In no event shall we be liable to you (or to any third party claiming under or through you) for any indirect, special, incidental, consequential or exemplary damages arising from your use of, or inability to use, the site and/or the services. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, computer failure or malfunction, any other commercial damages or losses, even if we knew or should have known of the possibility of such damages.

10. TERMINATION

We reserve the right, if we determine it is best, to terminate, suspend and/or deactivate your account immediately, without notice, if there has been a violation of this Agreement or other policies and terms posted on the Site or through the Services by you or by someone using your Credentials. We may also terminate, suspend or deactivate your account for any other reason, including inactivity for an extended period. GDPR Direct shall not be liable to you or any third party for any termination, suspension or deactivation of your access to the Site and/or the Services.

11. INDEMNIFICATION

Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent and other affiliates, from all liabilities, claims, demands and expenses, including attorney's fees, that arise from or are related to (a) your use of the Site and/or Services, or (b) the violation of this Agreement (including without limitation the Terms of Use or Privacy Policy), or of any intellectual property or other right of any person or entity, by you or any person using your Credentials. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own gross negligence or intentional misconduct.

12. CHANGE TERMS OF USE

We may change these Terms of Use and the other documents that are part of the Agreement at any time, as we reasonably deem appropriate. Upon any such change, we will post the amended terms on the Site; we may also attempt to notify you in some other way. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Terms of Use or other applicable Agreement document, the modification, and agreement to abide and be bound by the Terms of Use or other applicable Agreement document, as amended. We encourage you to periodically review these Terms of Use and the Agreement. If at any time you choose not to accept these terms of use or the agreement, including following any such modifications hereto, then you must stop using the site and the services.

13. GENERAL

13.1 Governing Law and Jurisdiction. These Terms of Use and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Both parties irrevocably submit to the exclusive jurisdiction of the courts of England.

13.2 Third Party Rights. A person who is not a party to these Terms of Use has no right to enforce any of its terms.

13.3 Relationship of the Parties. Nothing contained in these Terms of Use will be deemed or construed by the parties or any third party to create the relationship of partnership, joint venture or agency between the parties, it being understood that the parties will at all times remain independent parties contracting for Services.

13.4 Further Assurances. The parties will do and execute or arrange for the doing and executing of each necessary act, document and thing reasonably within its power to implement and give effect to these Terms of Use to its full extent, including, without limitation, assisting each other in complying with applicable law.

13.5 Assignment. These Terms of Use will be binding upon and endure to the benefit of the parties and their respective successors and permitted assigns. You agree that you will not assign or transfer these Terms of Use or any of your rights or obligations under these Terms of Use, whether directly or indirectly, without first obtaining our prior written consent, such consent not to be unreasonably withheld.

13.6 Entire Agreement. These Terms of Use and the documents referred to or incorporated herein by reference contain the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in these Terms of Use and the documents referred to or incorporated into these Terms of Use by reference, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied.

13.7 Amendment. These Terms of Use cannot be modified, varied, amended or supplemented in any way by you. We reserve the right to modify, vary, amend or supplement these Terms of Use at any time and from time to time. We will post the current version of these Terms of Use on the Site and each such change will be effective upon posting on the Site or upon the date designated by us as the "effective date" (if any). Your continued use of the Services following any such change constitutes your agreement to be bound by and its acceptance of these Terms of Use as so modified.

13.8 Severability. If any provision of these Terms of Use is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from these Terms of Use and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

13.9 Force Majeure. Neither party will be liable for any loss or damage or for any delay or failure in performance due to acts beyond the control of such party whether or not such acts or regulatory authority, acts of any of our subcontractors or God, legislative, judicial or regulatory acts of any national or the federal government, court or regulatory authority, acts of any of our subcontractors or any third-party providers of goods or Services to us, labour disruptions, blackouts, embargoes).

13.10 No Waiver. Any waiver by us of any of the provisions of these Terms of Use will not constitute a waiver of any other provision (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by us in writing.

13.11 Communications. You may contact us through email at support@gdprdirect.com

13.12 Survival. All provisions that either expressly or by their nature survive, shall survive suspension or termination of your membership of the Site.