

Terms of Service

Introduction

These are the terms and conditions of use for www.tyktechnologies.github.io/montag-microsite/ (**Site**). The Site is operated by or on behalf of Tyk Technologies Ltd trading as Tyk (**we, us and our**). We are a limited company, registered in England. Our registered company number is 09727592, and our registered office is at 87a Worship Street, London, EC2A 2BE, UK. Our VAT registration number is 225560814.

Your use of the Site will be subject to these terms and conditions and by using the Site you agree to be bound by them. The software-related services we offer through the Site are provided subject to our software terms and conditions (**Software Terms**).

We reserve the right to change these terms and conditions from time to time by changing them on the Site. These terms and conditions were last updated on 14 November 2023.

Section 1 – Access to the Site

The Site is intended for use only by persons who are at least 13 years of age. By using the Site, you confirm to us that you meet this requirement and that, if you are under the age of 18, you have received permission from your parent or guardian before using the Site.

It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site.

We may, from time to time, restrict access to certain features, parts or content of the Site, or the entire Site, to users who have registered with us. You must ensure that any registration details you provide are accurate. If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any

log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions or if any details you provide for the purposes of registering as a user prove to be false.

We cannot guarantee the continuous, uninterrupted or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts or content of the Site.

Section 2 – What you are allowed to do

You may only use the Site for commercial and non-commercial use and only in accordance with these terms and conditions. You may retrieve and display content from the Site on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form. Additional terms may also apply to certain features, parts or content of the Site and, where they apply, will be displayed on-screen or accessible via a link.

Section 3 – What you are not allowed to do

Except to the extent expressly set out in these terms and conditions, you are not allowed to:

1. 'scrape' content or store content of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Site;
2. remove or change any content of the Site or attempt to circumvent security or interfere with the proper working of the Site or the servers on which it is hosted; or
3. create links to the Site from any other website, without our prior written consent, although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Site, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.

You must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.



All rights granted to you under these terms and conditions will terminate immediately in the event that you are in breach of any of them.

Section 4 – Intellectual property rights

All intellectual property rights in any content of the Site (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Site. In the event you print off, copy or store pages from the Site (only as permitted by these terms and conditions), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

Section 5 – Content

We may change the format and content of the Site from time to time. You agree that your use of the Site is on an 'as is' and 'as available' basis and at your sole risk.

Whilst we try to make sure that all information contained on the Site (other than any user-generated content) is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.

Except to the extent provided in our Software Terms, we do not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Site or relying on any of its content.

We cannot and do not guarantee that any content of the Site will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

Section 6 – Your personal information

Use of your personal information submitted to or via the Site is governed by our privacy policy, also available on our Site.

Section 7 – User content



The Site may, from time to time, allow you to upload user-generated content and may also allow you to communicate that content, either to selected recipients or in public areas, such as comments pages, chat rooms, message boards and/or Tyk Community web pages (available at a domain of Tyk's choosing and currently at www.community.tyk.io) (collectively "**User Content Areas**"). We do not control the material submitted to User Content Areas (collectively "**User Submissions**"), nor are User Content Areas actively moderated. You are solely responsible for the content of your User Submissions as submitted by you and acknowledge that all User Submissions express the views of their respective authors, and not our views.

If you participate in any User Content Areas, you must keep all User Submissions relevant to the purpose of the User Content Area and the nature of any topic.

User Submissions must not:

1. contain, transmit, distribute, link to or otherwise make available, or advertise or promote any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, abusive, harassing, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), liable to cause anxiety, alarm or embarrassment, knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable ("**Prohibited Content**");
2. impersonate any person or entity or otherwise misrepresent your relationship with any person or entity;
3. contain, transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam); or transmit or distribute any virus and/or other code that has contaminating or destructive elements.

You agree that, by submitting any User Submission, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Submission (in whole or part) and/or to incorporate it in other works in any form, media or technology, and you waive any moral rights you may have in, or to be identified as the author, of such User Submission.

Whilst we do not pre-screen User Submissions, we reserve the right, in our sole discretion, to delete, edit or modify any User Submission submitted by you and/or to close any topic, at any time without notice to you.

Complaints about the content of any User Submission must be sent to info@tyk.io and must contain details of the specific User Submission giving rise to the complaint.



Section 8 – External links

The Site may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

Section 9 – General

Nothing in these terms and conditions shall limit or exclude our liability to you:

1. for death or personal injury caused by our negligence;
2. for fraudulent misrepresentation;
3. for breach of any term implied by the Consumer Rights Act 2015 (as amended from time to time) and which, by law, may not be limited or excluded; or
4. for any other liability that, by law, may not be limited or excluded.

Subject to this, if you are a consumer and not a business user, in no event shall we be liable to you for any business losses, and if you are a business user, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable.

These terms and conditions shall be governed by English law, except that if you are a consumer and not a business user and if you live in Scotland or Northern Ireland, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law.

You agree that any dispute between you and us regarding these terms and conditions or the Site will only be dealt with by the English courts, except that if you are a consumer and not a business user and if you live in Scotland or Northern Ireland, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country.

Section 10 – Contacting us

Please submit any questions you have about these terms and conditions or any problems concerning the Site by email to info@tyk.io or write to us at 87a Worship Street, London, EC2A 2BE, UK.

