

# Goldphish Website – Terms and Conditions of Use

Please read these terms carefully before using this website. By accessing or continuing to use this website, you confirm that you have read, understood, and agree to be bound by these terms. If you do not agree, please stop using the website immediately.

These terms are published in two parts: a plain English summary and the legal text. The plain English summaries are provided for convenience and ease of reading only. In the event of any inconsistency between a plain English summary and the legal text that follows it, the legal text prevails.

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## 1. About Us

**Plain English:** *This tells you who you're dealing with and how to get in touch.*

Goldphish is the trading name of GOLDPHISH LTD, a company incorporated in England and Wales under company registration number 10333752.

Registered address: Dalton House, 60 Windsor Avenue, London, SW19 2RR, United Kingdom.

Contact: [info@goldphish.com](mailto:info@goldphish.com)

References to "Goldphish", "we", "us", or "our" in these terms refer to GOLDPHISH LTD.

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## 2. What These Terms Cover

**Plain English:** *These terms apply to this marketing website only – not to the Goldphish platform itself. If you're a customer or partner using our platform, that's covered separately in your agreement with us.*

These terms govern your use of the Goldphish marketing website at [www.goldphish.com](http://www.goldphish.com) (the "Website"). They do not govern use of the Goldphish platform, which is accessible at [app.goldphish.com](http://app.goldphish.com). Access to and use of the Goldphish platform is subject to a separate Master Services Agreement or partner agreement entered into between Goldphish and the relevant customer or partner.

Nothing on this Website constitutes an offer to provide services. Any contractual relationship with Goldphish will be documented in a separate written agreement.

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### 3. Acceptable Use

**Plain English:** *Use the website sensibly and lawfully. Don't try to break it, scrape it, use it to train AI models, impersonate us, or do anything that would harm us or other users.*

You may use this Website for lawful purposes only. You must not:

- Use the Website in any way that violates applicable local, national, or international law or regulation.
- Use automated tools, bots, scrapers, crawlers, or similar technologies to access, copy, or harvest content from the Website without our prior written consent.
- Use any content from this Website to train, fine-tune, develop, or otherwise improve any artificial intelligence, machine learning, or large language model system without our prior written consent.
- Attempt to gain unauthorised access to any part of the Website, the servers on which the Website is hosted, or any server, computer, or database connected to the Website.
- Transmit any unsolicited or unauthorised advertising or promotional material (spam).
- Knowingly introduce viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful.
- Impersonate Goldphish, any Goldphish employee, or any other person or entity in connection with the Website.
- Attempt to copy, reproduce, or reverse engineer any part of the Website or any Goldphish product or service using information obtained from the Website.

We reserve the right to suspend or terminate access to the Website for any user we reasonably believe is in breach of these terms.

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### 4. Intellectual Property

**Plain English:** *Everything on this website belongs to us (or to those who've licensed it to us). You can look at it and share links, but you can't copy, reproduce, or reuse it without asking first.*

All content on this Website – including but not limited to text, graphics, logos, icons, images, audio clips, video clips, training content previews, and software – is the property of Goldphish or its content licensors and is protected by United Kingdom and international copyright, trade mark, and other intellectual property laws.

You may:

- View and browse the Website for your own personal or internal business purposes.
- Share links to pages on the Website.
- Print or download a single copy of any page for your own personal or internal business reference.

You must not:

- Reproduce, distribute, modify, publish, or sublicense any content from the Website without our prior written consent.
- Remove or alter any copyright, trade mark, or other proprietary notices from any content on the Website.
- Use Goldphish trade marks, logos, or brand assets without our prior written consent.

The Goldphish name, logo, and product names are registered trade marks of GOLDPHISH LTD (UK Trade Mark No. UK00003226510, registered 23 April 2017). Nothing in these terms grants you any right to use them.

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## 5. Disclaimers and No Warranty

**Plain English:** *We do our best to keep the website accurate and available, but we can't promise it's always perfect or always online. Use the information here as a starting point, not as definitive advice. Our Security Measures page at [www.goldphish.com/security-measures](http://www.goldphish.com/security-measures) sets out how we protect the platform – but that's the platform, not this website.*

The Website and its contents are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, Goldphish makes no representations or warranties of any kind, express or implied, including but not limited to:

- That the Website will be uninterrupted, timely, secure, or error-free.
- That information on the Website is accurate, complete, current, or free from errors or omissions.
- That the Website is free from viruses or other harmful components (though we take reasonable steps to ensure this).
- That product descriptions, pricing indications, or feature lists on the Website reflect the current specification of the Goldphish platform at any given time. Definitive product and pricing terms are set out in your separate agreement with us.

The Internet is not a completely reliable transmission medium. Goldphish does not accept liability for data transmission errors such as data loss, damage, or alteration of any kind resulting from factors outside our reasonable control.

Nothing on this Website constitutes professional legal, technical, security, or compliance advice. Any person contemplating a contractual relationship with Goldphish should seek independent professional advice as appropriate.

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## 6. Limitation of Liability

**Plain English:** *If something goes wrong in connection with using this website, our liability is limited. We're not responsible for losses caused by your reliance on the website content, or for things outside our control.*

To the fullest extent permitted by applicable law:

- Goldphish excludes all liability for any direct, indirect, special, incidental, or consequential loss or damage arising out of or in connection with your use of, or inability to use, this Website or any content on it.
- Goldphish is not liable for any loss of profits, loss of business, loss of data, or loss of goodwill arising from your use of the Website.
- Goldphish is not liable for any loss or damage arising from your reliance on information, descriptions, or pricing indications displayed on the Website.
- Goldphish is not liable for any loss or damage caused by viruses or other harmful material that may infect your computer equipment, software, data, or other proprietary material as a result of your use of the Website or your downloading of any content from it.

Where liability cannot be excluded by law (for example, for death or personal injury caused by our negligence, or for fraud), it is not excluded. Nothing in these terms is intended to limit rights you may have as a matter of law.

In any event, our aggregate liability to you in connection with your use of this Website shall not exceed £100.

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## 7. Indemnity

**Plain English:** *If you misuse our website and that causes us a problem – legal or otherwise – we'll expect you to cover our costs.*

You agree to indemnify, defend, and hold harmless Goldphish, its affiliates and licensors, and the officers, directors, employees, and agents of Goldphish and its affiliates and licensors, from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable legal fees and costs) arising out of or in any way connected with:

- Your access to or use of this Website.
  - Your breach of these terms.
  - Your violation of any applicable law or regulation.
  - Any content you submit, post, or otherwise make available via the Website (such as enquiry form submissions).
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## 8. Third-Party Links

**Plain English:** *We link to other websites sometimes. Once you leave ours, you're on their terms, not ours. We're not responsible for what's on those sites.*

This Website may contain links to third-party websites, including partners, platforms, review sites, social media channels, and resources. These links are provided for your convenience only.

Goldphish does not control, endorse, or accept responsibility for the content, privacy practices, or terms of any third-party website. Your access to and use of any linked website is at your own risk and subject to the terms and conditions of that website.

The inclusion of a link on this Website does not imply any endorsement, approval, or affiliation by Goldphish with the linked website or its operator.

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## 9. Data Protection and Privacy

**Plain English:** *We take data protection seriously. When you use this website we may collect certain information about you – our Privacy Policy explains exactly what, why, and what we do with it. We also use cookies, which you can manage via the settings on this website.*

When you visit this Website, we may collect and process personal data about you. This includes data you provide to us directly (for example, through a contact or enquiry form) and data collected automatically (for example, through cookies and analytics). How we collect, use, store, and protect your personal data is set out in our Privacy Policy, available at [www.goldphish.com/privacy-policy](http://www.goldphish.com/privacy-policy).

Our use of cookies on this Website is governed by our Cookie Policy, which forms part of our Privacy Policy. By continuing to use the Website, you consent to our use of cookies in accordance with that policy. You can withdraw or amend your cookie preferences at any time via the cookie settings on this Website.

Goldphish processes personal data in accordance with applicable data protection law, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

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## 10. No Partnership or Agency

**Plain English:** *Using this website – or engaging with any content on it, including partner-facing content – doesn't create any kind of formal relationship between you and Goldphish. You're a visitor, not a partner, agent, or employee, unless you have a separate written agreement with us that says otherwise.*

Nothing in these terms or arising from your use of this Website shall create or be deemed to create any partnership, joint venture, agency, franchise, employment, or similar relationship between you and Goldphish. You have no authority to bind Goldphish in any way, and no representation on this Website should be read as granting any such authority.

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## 11. Changes to This Website and These Terms

**Plain English:** *We can update the website and these terms at any time. We'll update the "Last Updated" date at the top when we do. Carrying on using the website after changes means you accept them.*

We reserve the right to modify, suspend, or discontinue any part of this Website at any time without notice.

We may revise these terms at any time by updating this page. The revised terms will take effect from the date shown in the "Last Updated" field at the top of this page. Your continued use of the Website after any such changes constitutes your acceptance of the revised terms. We recommend you check this page periodically.

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## 12. Waiver

**Plain English:** *If we don't act on a breach of these terms immediately, that doesn't mean we've given up the right to act on it later.*

No failure or delay by Goldphish in exercising any right or remedy under these terms shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy.

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## 13. Severability

**Plain English:** *If any part of these terms turns out to be unenforceable, the rest still stands.*

If any provision of these terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be limited or removed to the minimum extent necessary, and the remaining provisions of these terms shall continue in full force and effect.

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## 14. Entire Agreement

**Plain English:** *These terms are the complete agreement between us about your use of this website. They don't override any separate written agreement you have with us as a customer or partner.*

These terms, together with our Privacy Policy, constitute the entire agreement between you and Goldphish in relation to your use of this Website, and supersede any prior representations, understandings, or agreements relating to that use.

For the avoidance of doubt, nothing in these terms affects or overrides any separate Master Services Agreement, partner agreement, or other written contract in place between you and Goldphish.

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## 15. Governing Law and Jurisdiction

**Plain English:** *If there's ever a legal dispute about these terms or your use of this website, it'll be dealt with under the laws of England and Wales, in the courts of England and Wales.*

These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter or formation.

If you are accessing this Website from outside the United Kingdom, you are responsible for ensuring that your use of the Website complies with any laws applicable to you in your jurisdiction.

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*GOLDPHISH LTD – Company Registration No. 10333752 – Registered in England and Wales  
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UK00003226510) Dalton House, 60 Windsor Avenue, London, SW19 2RR, United Kingdom  
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