



Terms of Use

1. ACCESSING THE WEBSITE

You are responsible for making all arrangements necessary for you to have access to the Website. We reserve the right to withdraw or amend the Website, and any service or material that we provide on the Website, in our sole discretion and without notice to you. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period.

2. INTELLECTUAL PROPERTY RIGHTS

(a) The Website and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material, and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This Policy permits you to use the Website for your non-commercial use only. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted, are reserved by the Company.

(b) You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows: (i) You may store files that are automatically cached by your Web browser for display enhancement purposes; (ii) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by an applicable end user license agreement for such applications; and (iii) if we provide social media features at any time, you may take such actions as are enabled by such features.

(c) You may not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or (ii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website; or (iii) access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

(d) The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners

3. YOUR OBLIGATIONS AND REPRESENTATIONS

(a) You may use the Website only for lawful purposes and in accordance with this Policy.

(b) You promise that: (i) you will not use the Website in any way that violates any applicable local or international law or regulation; (ii) you will not send, knowingly receive, upload, download, use or re-use any material which does not comply with the 'Content Standards' (defined below); (iv) you will not impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity; (v) you will not do anything that could disable, overburden, damage, or impair the Website or interfere with any person's use of the Website; (vi) you will not use any robot, spider or other automatic device, process or means to access the Website for any unlawful purpose or in violation of this Policy; (vii) you will not introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; and (viii) you will not co-brand or frame the Website or hyper-link to it without the express prior written permission of an authorized representative of the Company.

4. RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not make any statements regarding the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Website includes content provided by third parties, including materials provided by other users and third-party licensors. We are not responsible, or liable to you or any third-party, for the content or accuracy of materials provided by any third parties.

5. PRIVACY

All information we collect on the Website is subject to our PRIVACY POLICY. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

6. SUBSCRIPTIONS AND OTHER TERMS AND CONDITIONS

In addition to this Policy and the PRIVACY POLICY (collectively, the "Website Policies"), all subscriptions to the Company's products and services, are governed by our online click-through TERMS OF SERVICE, paper contract, or other stated terms, depending on the type of product/service/subscription you are using.

7. LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites.

8. LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. The Website may provide certain social media features that enable you to:

Link from your own or certain third-party websites to certain content on the Website

Send e-mails or other communications with certain content or links to specific content on the Website

Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

Establish a link from any website that is not owned by you

Cause the Website or portions of them to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site

Link to any part of the Website other than the homepage

Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of this Policy

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in this Policy. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

9. NO PROMISES

YOUR USE OF THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY PROMISES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY PROMISE, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY PROMISES, REPRESENTS OR WARRANTS THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE OR ANY PORTION THEREOF WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY, ITS LICENSORS, AFFILIATES, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM OUR WEBSITE. YOU WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE WEBSITE BY YOU.

11. CHANGES

We reserve the right, in our sole discretion, to change the terms of this Policy at any time. Any changes are effective immediately upon posting to the Website. Your continued use of the Website constitutes your agreement to all such terms and conditions.

12. EQUITABLE RELIEF

You acknowledge that a breach of any confidentiality or proprietary rights provision of this Policy may cause the Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the Company may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the Company may be entitled at law or in equity.

13. SEVERABILITY

If any provision of this Policy is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Policy will remain in full force and effect.

14. WAIVER AND AMENDMENT

If the Company fails to insist upon strict performance of your obligations under any of these terms and conditions, or if the Company fails to exercise any of the rights or remedies to which it is entitled under this Policy, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. No waiver by the Company of any default will constitute a waiver of any subsequent default, and no waiver by the Company of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

15. FUTURE BUSINESS TRANSACTIONS

As we continue to develop our business, we might undergo a change of ownership such as a merger and/or a sale of all or substantially all our stock or assets. In such transactions, user information generally is one of the transferred business assets, and by submitting any data or contributions (collectively, "Data") to us, you agree that such Data may be transferred to such parties in these circumstances. However, any party purchasing our assets will be subject to an obligation to maintain the integrity of your personally identifiable information.

16. COMPLETE UNDERSTANDING

This Policy, together with the documents expressly referred to herein, constitutes the sole and entire agreement between you and the Company with respect to the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.