

7Sigma Systems

TERMS AND CONDITIONS

Introduction

These terms and conditions govern your use of this skill; by using this skill, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this skill.

License to use website

Unless otherwise stated, 7Sigma Systems and/or its licensors own the intellectual property rights in the skill and material presented by the skill. Subject to the license below, all these intellectual property rights are reserved.

You may listen to material from the skill for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this skill;
- sell, rent or sub-license material from the skill;
- show any material from the skill in public;
- reproduce, duplicate, copy or otherwise exploit material presented by this skill for a commercial purpose;
- edit or otherwise modify any material presented by the skill; or
- redistribute material from this skill

Acceptable use

You must not use this skill in any way that causes, or may cause, damage to the skill or impairment of the availability or accessibility of the skill; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this skill to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this skill without 7Sigma Systems's express written consent.

No warranties

This skill is provided "as is" without any representations or warranties, express or implied. 7Sigma Systems makes no representations or warranties in relation to this skill or the information and materials provided by this skill.

Without prejudice to the generality of the foregoing paragraph, 7Sigma Systems does not warrant that:

- I this skill will be constantly available, or available at all; or
- I the information presented by this skill is complete, true, accurate or non-misleading.

Nothing presented by this skill constitutes, or is meant to constitute, advice of any kind.

Limitations of liability

7Sigma Systems will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this skill:

- I to the extent that the skill is provided free-of-charge, for any direct loss;
- I for any indirect, special or consequential loss; or
- I for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if 7Sigma Systems has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit 7Sigma Systems's liability in respect of any:

- I death or personal injury caused by 7Sigma Systems's negligence;
- I fraud or fraudulent misrepresentation on the part of 7Sigma Systems; or
- I matter which it would be illegal or unlawful for 7Sigma Systems to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this skill, you agree that the exclusions and limitations of liability set out in this skill disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, 7Sigma Systems has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against 7Sigma Systems's officers or employees in respect of any losses you suffer in connection with the skill.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this skill disclaimer will protect 7Sigma Systems's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as 7Sigma Systems.

Unenforceable provisions

If any provision of this skill disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this skill disclaimer.

Indemnity

You hereby indemnify 7Sigma Systems and undertake to keep 7Sigma Systems indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by 7Sigma Systems to a third party in settlement of a claim or dispute on the advice of 7Sigma Systems's legal advisers) incurred or suffered by 7Sigma Systems arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to 7Sigma Systems's other rights under these terms and conditions, if you breach these terms and conditions in any way, 7Sigma Systems may take such action as 7Sigma Systems deems appropriate to deal with the breach, including suspending your access to the skill, prohibiting you from accessing the skill, blocking computers using your UserID from accessing the skill, contacting Amazon to request that they block your access to the skill and/or bringing court proceedings against you.

Variation

7Sigma Systems may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this skill from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

7Sigma Systems may transfer, sub-contract or otherwise deal with 7Sigma Systems's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and 7Sigma Systems in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Minnesota state law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Minnesota.

Credit

This document was created using a Contractology template available at <http://www.freenetlaw.com>.