Nicholas Hsu's Website Terms of Use

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Legal Information & Notices

Ownership of Site; Agreement to Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the Nicholas Hsu's web site located at http://nicholas-hsu.github.io, and all associated sites under the http://nicholas-hsu.github.io (collectively, the "Site"). The Site is the property of Nicholas Hsu and its licensors. **BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE**.

Nicholas Hsu (collectively, the "Nicholas") reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Nicholas grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site (apart from the computer code).

Content

In addition to the basic computer code, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Nicholas and its licensors, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use or academic use, no part of the Site and no Content may be republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Nicholas' express prior consent.

You may use necessary information or Content (such as CV, address information, data sheets, knowledge base articles, and similar materials) made available from the Site,

provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information or Content only for your personal or academic, non-commercial purpose and do not post such information or Content broadcast it in any media without permission of Nicholas, (3) make no non-academic modifications, additional representations or warranties relating to any such information or Content.

Computer Code

The basic computer code (collectively, the "Code") of Site is that the code and program powered by Hexo and Academia Theme. At least, with the The MIT License and the original owner's permission, the Code may be copied, reproduced, uploaded, encoded and other permitted acts. And the use of the Code also applies to the terms Links to Other Sites and to the Nicholas Hsu Site, Disclaimers and Limitation of Liability.

Your Use of the Site

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any Content or information through any means not purposely made available through the Site. Nicholas reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information or Content on any other user of or visitor to the Site, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or systems or networks, or any systems or networks connected to the Site.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers, the Site or otherwise manipulate identifiers in order to disguise the origin of any information (or Content) or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or

impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Nicholas or others.

Links to Other Sites and to the Nicholas Hsu Site

This Site may contain links to other independent third-party Web sites (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Nicholas' control, and Nicholas is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Disclaimers

Nicholas and the Site do not promise that the Site or any Content, information, links or feature of the Site will be error-free or uninterrupted, or that way defects will be corrected, or that your use of the Site will provide specific results. The Site and its Content or information are delivered on an "As-Is" and "As-Available" basis. All information and Content provided on the Site is subject to change without notice. Nicholas and the Site cannot ensure that any files or other data you download from the site will be free of viruses or contamination or destructive features. Nicholas and the Site disclaim all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. Nicholas and the Site disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Site. You assume total responsibility for your use of the Site and any Linked Sites. Nicholas and the Site disclaims any rights and any responsibility to the Code, including (but is not limited to) code of the Academia Theme, Hexo or any Plugins. Your sole remedy against the dissatisfaction with the Site or any Content is to stop using the Site or any such Content. This limitation of relief is a part of the bargain between the parties.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Nicholas and the Site reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance,

error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Nicholas and the Site be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Nicholas or the Site has been advised of the possibility of such damages.

Except where prohibited by law or The MIT License, in no event will Nicholas and the Site be liable to you for any indirect, consequential, exemplary, incidental or punitive damages of the Code, including (but is not limited to) code of the Academia Theme, Hexo or any Plugins, even if Nicholas or the Site has been advised of the possibility of such damages.

Indemnity

You agree to indemnify and hold Nicholas and the Site and its stakeholders, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Nicholas or the Site by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

Nicholas and the Site may disclose any information we have about you if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Nicholas or the Site's rights or property, or the rights or property of visitors to or users of the Site. Nicholas and the Site reserve the right at all times to disclose any information that Nicholas deems necessary to comply with any applicable law, regulation, legal process or governmental request. Nicholas and the Site also may disclose your information when Nicholas or the Site determines that applicable law requires or permits such disclosure, including exchanging information with other organizations or individuals for fraud protection purposes.

You acknowledge and agree that Nicholas and the Site may preserve any transmittal or communication through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of the Site, Nicholas, its users of or visitors to the Site, and the public.

You agree that Nicholas and the Site may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair (business) practice, and you consent to Nicholas and the Site obtaining any injunctive or equitable relief that the Site deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Nicholas and the Site may have at law or in equity.

You agree that Nicholas and the Site may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you, (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Nicholas or the Site does take any legal action against you as a result of your violation of these Terms of Use, Nicholas and the Site will be entitled to recover from you, and you agree to pay, all reasonable attorney's fees and costs of such action, in addition to any other relief granted to Nicholas and the Site. You agree that Nicholas and the Site will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Void Where Prohibited; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws and regulations of the China (Mainland) and the United States. You agree to the personal jurisdiction by and venue in the courts in China (Mainland) and the United States, including the state and federal, and waive any objection to such jurisdiction or venue.

Nicholas and the Site reserves the right to limit, in its sole discretion, the provision and specific scales of any Content, feature, or service to any person or geographic area. Any offer for any Content, feature, or service made on the Site is void where prohibited. If you choose to access the Site from outside the China (Mainland) or the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

In the event of any controversy or dispute between the Site (or Nicholas) and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (60) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation Chinese (Mainland) or American laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and the Site (or Nicholas) with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and the Site (or Nicholas) with respect to such use are hereby superseded and cancelled.

Nicholas and the Site will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. The Site's (or Nicholas') failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by it of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between the Site (or Nicholas) and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Feedback and Information

You can give feedback based on Contact Information. Any feedback you provide at this site shall be deemed to be non-confidential. The Site and Nicholas shall be free to use such information on an unrestricted basis.

The information contained in this web site is subject to change without notice.