

Terms of Use

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

By using this Site and/or using the services that are provided, you acknowledge that you have read, understood, and agree to be bound by our Terms of Use. These Terms and Conditions unconditionally extend and apply to all related applications, internet services, or website extensions contains and associated on this Site. If you are not in agreement with all of these Terms and Conditions, you are prohibited from using this Website, and you may discontinue use immediately.

Agreement to Terms of Use

Systemiai's Terms of Use or Terms And Conditions (these "Terms of Use" or these "Terms and Conditions") contained in this Agreement shall govern your use of this Website and all its content (collectively referred to herein as this "Website" or "Site"). These Terms outline the rules and regulations guiding the use of Systemiai located at www.systemiai.com ("the Site"). All materials/information/documents/services or all other entities (collectively referred to as content) that appear on the **Systemiai** shall be administered subject to these Terms and Conditions. These Terms of Use apply in full force and effect to your use of this Website, and the use of this Website constitutes an express agreement with all the terms and conditions contained herein in full. Do not continue to use this Site if you have any objection to any of the Terms and Conditions stated on this page.

Definitions/Terminology

The following definitions apply to these Terms and Conditions, Privacy Statement, Disclaimer Notice, and all Agreements: "User", "Visitor," "Client," "Customer," "You" and "Your" refers to you, the person(s) that use this Website. "Systemiai", "We", "Our" and "Us", refers to our Website/Company. "Party," "Parties," or "Us," refers to both you and us. All terms refer to all considerations of Systemiai necessary to undertake support to you for the express purpose of meeting your User needs in respect of our services, under and subject to, prevailing law of the province or country in which Systemiai operates (Ontario, Canada). Any use of these definitions or other glossary in the singular, plural, capitalization, and/or pronoun are interchangeable but refer to the same.

Intellectual Property Rights

Other than the content you own and opted to include on this Site, under these Terms, Systemiai and/or its licensors own and reserve all intellectual property rights of this Website. You are granted a limited license, subject to the restrictions entailed in these Terms and Conditions, for purposes of viewing this Website's content.

Services

The content of this Site is not intended for use or distribution to any person or entity in any jurisdiction, geographical location, or country/state/province where such use or distribution will be contrary to the laws and regulations or subject Systemiai to any form of registration, claims, demands, costs, liabilities, damages, or expenses.

The Site is intended for users who are at least 16 years of age. If you are under the age of 16, you cannot use this Site or its services without parental permission or consent. By agreeing to these Terms of Use, you have the necessary legal capacity to comply and be bound by these Terms of Use.

Acceptable Use

You may use this Site as permitted by these Terms and Conditions and may not use this Site for any purpose other than for which Systemiai makes the Website and its services available.

Cookies

Systemiai may employ the use of cookies. By accessing Our Site, You or the User agree to our potential use of cookies. A cookie allows us to recognize your visit to the site. While accessing this Site, a cookie agreement may pop up for you to accept or disengage. It is your obligation to understand or agree to or potential use of cookies. When disengaged, you may not be able to use the whole functionalities of the Site or its affiliates.

Our interactive Site's optimal functionality uses cookies to retrieve the User's information for each visit. Some of our affiliate partners may also use cookies.

License

Unless otherwise stated, Systemiai and/or its licensors own the intellectual property rights for all content on Systemiai. All intellectual property rights are reserved. You may access any Website content from Systemiai for your personal use subject to restrictions set in these terms and conditions.

Systemiai hereby restricts you from all of the following:

- a. Republishing any Systemiai content in any media;
- b. Reproducing, duplicating, or copying any Systemiai content;
- c. Selling, renting, sublicensing, and/or otherwise commercializing any Systemiai content;
- d. Publicly performing and/or displaying any Systemiai content;
- e. Using this Website in a manner that is, or maybe, damaging and/or impacts user access to this Site;

- f. Using this Site contrary to the relevant rules, laws, and regulations of your country of residence, or in a manner that causes, or may cause, harm to the Website, or any person or business entity;
- g. Conducting data mining or any other similar activity concerning this Site, or while using this Site; and
- h. Using this Site to engage in any form of business advertising or marketing.

Specific areas of this Site may be restricted from user access, and Systemiai may further extend the such restriction to the entire Site, at any time, and at its sole discretion. Any user identification, security key, or password you may have on this Site is confidential, and you are responsible for maintaining such information confidentiality.

Web Linking Rights

We reserve the right to file requests that you remove all links or any particular link created by you that redirects to our Website, and you approve to immediately remove such links to our Site upon request. We may amend the terms and conditions of these linking rights at any time. By continuously linking to our Site, you agree to be bound to and follow the terms of this linking policy.

Feel free to contact us if you find any link on our Site that is offensive, and we may consider requests to remove such links. Still, we are not obligated to do so or respond to you directly or immediately.

Hyperlinking to our Content

Organizations such as search engines, government agencies, news organizations, and online directories may link to our Site without prior written approval. We may review other link requests from popular consumer and/or information specialists, charity organizations, internet portals, educational institutions, trade associations, and dot.com community sites. Any interested organization must inform and contact us for further information regarding our linking policy. However, such linking does not imply endorsement, sponsorship, partnership, or approval by us of any kind.

No use of our logo or other design intellectual property will be allowed for linking, except a trademark license agreement.

Link to third-party content

This Site may contain links to websites or applications operated by third parties. Please know that we do not control any such third-party websites or applications or third-party operators. Systemiai is not responsible for and does not endorse any third-party websites or applications or their availability or content.

Systemiai accepts no responsibility for adverts contained within the Site. You agree that you do so at your own risk when you purchase any goods and/or services from any such third party. The

advertiser, and not us, remains responsible for such goods and/or services, and if you have any questions or complaints about them, you should contact the advertiser

User Content

In these Site Standard Terms of Use, "User Content" shall mean any audio, video, text, images, or other material or content you choose to display on this Website. Concerning user content, by displaying it, you grant Systemiai a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate, and distribute it on any media.

User Content must be your own and must not be infringing on any third party's rights. Systemiai reserves the right to remove any of your content from this Website at any time, without notice.

Systemiai is permitted to monitor your activities on the Website and remove any user content considered inappropriate, offensive, contrary to applicable laws and regulations, or causes a breach of these Terms and Conditions.

You warrant and represent such matter:

- I. You are entitled to upload/input/publicize content on this Site and have the necessary legal capacity, license, or consent to do so;
- II. Your content does not infringe any intellectual property right, including without limitation to copyright, patent, or trademark of any third party;
- III. Your content is true, accurate, current, complete, and relates to you and not a third party.
- IV. Your content does not contain any libelous, defamatory, offensive, immoral, or otherwise illegal material which is an invasion of privacy; and
- V. The content will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You now grant Systemiai a non-exclusive license to use, reproduce, edit, and authorize others approved by us to use, reproduce and edit any of your content in any form, format, or media.

Privacy Policy

By using this Site and its services, you may provide us with certain personal information. By using Systemiai or its services, you authorize us to use your information in any country or state in which we operate in. We reserve the right to use such information to improve your user experience and facilitate mailing and traffic, and market analytics.

By accessing this Site, specific information about the User, such as Internet protocol (IP) addresses, site navigation, user software, and surfing time, along with other similar information, will be stored on Systemiai servers. Any personally identifiable information you provided us such as name, address, email address, telephone number, and other information stored on this Website, will strictly be used only for statistical purposes and will not be published for general access. Systemiai, however, assumes no responsibility for the security of this information.

Disclaimers/Warranties/Limitation of Liabilities

Systemiai Site is provided "as is," with all liabilities, and Systemiai makes no express or implied undertakings, representations, or warranties, of any kind related to this Site or the content contained on this Site.

Systemiai does not make any endorsements, warranties, or representations about the accuracy, reliability, expertise, or completeness of any such content. You agree that reliance on any such content shall be at the User's risk. We may periodically change, add, modify, improve, or update this Site's content with or without prior notice. Under no circumstance shall **Systemiai** be liable for any loss, damage, injury, liability, or expense incurred or suffered from the use of this Site, including, without limitation, any fault, error, omission, commission, delay, failure, interruption, deletion, alteration, disruption, cessation or incursion concerning such use by us, our affiliates or any third party. Under no circumstance shall **Systemiai** or any of its partners and affiliates be liable for any direct, indirect, consequential, accidental, or special damages, even if Systemiai has been advised against the risk or possibility of such damages. The User agrees that Systemiai will not be liable for any conduct or behavior of the User arising from the use of this Site. As a result, the use of this Site and all or any of its content is at the User's sole risk.

In no event shall Systemiai, nor any of its officers, directors, employees, and affiliates, be liable for any loss, injury, or damage arising out of your use of this Website, whether, under contract, tort, or otherwise, and Systemiai, including its officers, directors, employees, and affiliates shall not be liable for any indirect, consequential or special liability arising out of your use of this Website.

Indemnification

As a condition for the use of this Site, the User agrees to fully indemnify Systemiai and its affiliates, from and against all actions, claims, liabilities, losses, damages, costs, demands, and expenses (including reasonable attorney's fees) arising out of the User's use of this Site, including without limitation, any claim related to the breach of any of the provisions of these Terms of Use. If dissatisfied with any or all the content on this Site or any or all of its Terms and Conditions, the User may discontinue using this Website.

Termination

The provisions of these Terms of Use shall remain in full force and effect while you use the Systemiai or its services. Users may terminate their use by following the instructions for terminating user accounts in your account settings or by contacting us at info@systemiai.com.

We reserve the right and sole discretion to, and without notice or liability, deny access to and use of the Website (including blocking specific IP addresses) to any user for any reason including but not limited to a breach of any representation, warranty, or Agreement in these Terms or any applicable law or regulation.

We also reserve the right, if, in our sole discretion, we determine that your use of the Site and its affiliates or its services is in breach of these Terms of Use or of any applicable law or regulation, to terminate your use of the Site and its services and any or all of your content, without warning or prior notice. Suppose we terminate or suspend your access for any reason set out under this section. In that case, you are prohibited from accessing the Site under your name, a false identity, or the expression of a third party. In addition to terminating or suspending access, Systemiai reserves the right to take appropriate legal action(s), including without limitation pursuing civil, criminal, and injunctive redress.

General Provisions

Language

All correspondence made under this Agreement shall be in English or French.

Governing Law & Jurisdiction

The Terms and Conditions of this Site will be governed by and construed under the laws of the country or state in which Systemiai operates. You hereby unconditionally submit to the non-exclusive jurisdiction of the courts located in Ontario, Canada for the resolution of any disputes.

Severability

Suppose any of Term of Use is proven to be unenforceable or void under any applicable law. In that case, such shall not render the entirety of these Terms of Use unenforceable or invalid. As a result, any such provision shall be deleted without affecting the remaining provisions herein. The provisions of these Terms of Use that are unlawful, void, or unenforceable are deemed severable from these Terms and Conditions and do not affect any remaining provisions' validity and enforceability.

Variation of Terms

Systemiai reserves the right to revise these Terms at any time as it sees fit. By using Systemiai site you are expected to review such Terms regularly to ensure you comprehend all the Terms and Conditions regarding the use of this Website.

Assignment

Systemiai reserves the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any prior notification or consent required. Users shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms. Furthermore, a person who is not a party to these Terms of Use shall have no right to enforce any provision contained therein.

Preservation of Immunities

Nothing herein shall constitute a limitation upon the privileges and immunities Systemiai which are specifically reserved.

Waiver

Our failure to exercise any or all of these Terms of Use provisions at any point in time shall not operate as a waiver of such right or provision.

Entire Agreement

These Terms and Conditions, including any legal notices and disclaimers on this Site, constitute the entire Agreement between Systemiai and you concerning your use of this Site. Ultimately, this Agreement supersedes all prior agreements and understandings concerning the same.

Contact us

To resolve any complaint or clarification regarding the use of this Site or its services and from one of its affiliates service, please contact us at info@systemiai.com