

# InCite Terms & Conditions

## **About the Site**

Welcome to [www.incitelogix.com](http://www.incitelogix.com) (the Site). Access to and use of the Site, or any of its associated Products or services (the Services), is provided by inCiteLogix (inCite/we/us/our).

The Site may contain information and advertising from third-party businesses, people and websites (Third Parties). You consent to receiving this information as part of your use of the Site.

By using, browsing and/or purchasing from the Site, you agree to be bound by these terms and conditions (the Terms) (which we reserve the right to update), so read them carefully.

## **Some Site Rules**

It is a condition of use that:

- you only use the Site for lawful purposes;
- you do not engage in any improper, indecent or offensive behavior;
- you are not breaking any laws in your relevant jurisdiction by accessing this Site;
- you will treat the Site and its users with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning to the human standard of any other person (as determined by us); and
- you may have to register on the Site to purchase any products and request services from us;
- you must provide us with accurate personal and contact information. You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) while using the Site.
- you do not breach any of the Terms.

## **Site Availability**

We make no guarantees, implied or express, as to the ongoing availability of the Site or Services. You agree that we are not liable for any loss or damage that you or any other person incurs by not being able to access the Site.

## **Privacy**

We take your privacy seriously and have a Privacy Policy which sets out how we collect, use, disclose and handle your personal information.

## **Intellectual Property**

The Site, the Services and all of the related products of inCiteLogix are subject to copyright under the laws of its incorporation and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the Content) are owned or controlled for these purposes, and are reserved by inCite Logix or its contributors.

We retain all rights, title and interest in and to the Site and all related content. Nothing you do on or in relation to the Site will transfer to you:

- the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of inCite Logix; or
- the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
- a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

You may not, without the prior written permission of inCite Logix and the permission of any other relevant rights owners: broadcast, republish, u-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party contact for any purpose. This prohibition does not extend to materials on the Site, which are freely available for reuse or are in the public domain.

#### **Limitation of Liability & Indemnity**

Use of the Site, and our Services is at your own risk.

Everything on the Site, the Services, and the Products of inCite Logix, are provided to you on an “as is” and “as available” basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of inCite Logix make any express or implied representation or warranty about its Content or any Products or Services (including the products or Services of inCite Logix) referred to on the Site. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorized access to records;
- the accuracy, suitability or currency of any information on the Site, Services, or any of its Content related products (including third party material and advertisements on the Site);
- costs incurred as a result of you using the Site, the Services or any of the Products;
- the Content or operation in respect to links which are provided for the user’s convenience;
- any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

If you are provided with a username and password to access the Services, it is your responsibility to keep your username and password secure and you indemnify us for any loss or damage we suffer as a result of unauthorised access to your account. You are solely responsible for the use of your account, irrespective of who it utilizing it, whether with or without your permission.

Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by relevant laws, which by law may not be limited or excluded.

However, to the extent permitted by law:

- all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
- we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

You agree to indemnify us, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
- any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- any breach of the Terms.

Our total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent purchase price paid by you under these Terms or where you have not paid the Purchase, then our total liability is the resupply of information or Services to you.

#### **Termination**

We may end the agreement formed by Terms immediately by giving you written notice. It is not essential to provide reasons for the termination. Where these Terms have been terminated you must immediately cease using the Site or Services.

#### **Disputes**

If a dispute arises in connection with the Terms, you agree to try and resolve it amicably via a good faith discussion first. Failing that, the parties agree to resolve the matter via a mediation held in Texas, USA.

The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation. The parties must pay their own costs associated with the mediation.

Either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the above steps have been complied with (except where urgent interlocutory relief is sought).

- The parties must endeavor to settle any dispute in connection with the contract by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties .
- It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

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**General**

These Terms form part of an ecommerce transaction and the parties agree that these Terms shall be accepted electronically and the agreement to these Terms is formed and validly entered into electronically. The Terms and the contract between you and us are governed by the laws of Texas, USA.

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force. The termination of these Terms does not affect the parties' rights in respect of periods before the termination of these Terms.