

# Terms and Conditions of use for JigsawTek.com

## Introduction

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website, JigsawTek accessible at [www.jigsawtek.com](http://www.jigsawtek.com).

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

## Intellectual Property Rights

Other than the content you own, under these Terms, JigsawTek and/or its licensors own all the intellectual property rights and materials contained in this Website. You are granted limited license only for purposes of viewing the material contained on this Website. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of JigsawTek.

## Restrictions

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and JigsawTek may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

## **Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **Variation of Terms**

JigsawTek is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

## **Assignment**

JigsawTek is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These Terms constitute the entire agreement between JigsawTek and you in relation to your use of this Website and supersede all prior agreements and understandings.

## **Governing Law & Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of the State of California, and you submit to the non-exclusive jurisdiction of the state and federal courts located in the United States for the resolution of any disputes.

## **No Warranties**

Any online facilities, tools, services or information that makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. is under no obligation to update information on the Website.

Whilst JigsawTek uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.

JigsawTek accepts no liability for any disruption or non-availability of the Website.

JigsawTek reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and

conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEB SITE OR THE MATERIALS, WHICH ARE PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEB SITE, THE MATERIALS AND ANY WEB SITE WITH WHICH THIS WEBSITE IS LINKED. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING, MAINTAINING AND ENSURING THE COMPATIBILITY OF ALL HARDWARE, SOFTWARE AND OTHER COMPUTER REQUIREMENTS NECESSARY FOR YOUR ACCESS TO AND USE OF THE WEBSITE AND THE MATERIALS. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER (A) THE INFORMATION ACCESSIBLE VIA THIS WEB SITE, OR ANY WEB SITE WITH WHICH IT IS LINKED, IS ACCURATE, RELIABLE, COMPLETE, OR CURRENT, (B) USE OF THE WEB SITE AND ACCESS TO THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, (C) THE WEB SITE AND THE MATERIALS WILL BE AVAILABLE AT ANY PARTICULAR TIME, OR (D) THE WEB SITE AND MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER WE NOR ANY THIRD-PARTY LICENSOR WILL BE LIABLE WITH RESPECT TO ANY DECISIONS MADE BY YOU OR ANY OTHER PERSON AS A RESULT OF RELIANCE ON THE WEB SITE OR ANY MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU. YOU ACCEPT THAT OUR SHAREHOLDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

Your use of the Web Site and the Materials is at your sole risk. It is your responsibility to evaluate (or take professional advice on) the accuracy and completeness of all information, statements, opinions and other material on this Web Site or any web site with which it is linked.

Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

### **Limitation of Liability**

In no event shall JigsawTek, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. JigsawTek, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, accepts no liability for any of the following:

- any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- loss or corruption of any data, database or software;
- any special, indirect or consequential loss or damage.

## **Exclusion of Liability**

To the fullest extent permitted by applicable law, neither we nor any of our shareholders, officers, directors, representatives, employees, agents, third-party licensors, suppliers, and contractors shall be liable for any losses and/or expenses of whatever nature, howsoever arising and regardless of the legal theory of liability, including, without limitation, any direct, indirect, special, punitive, incidental or consequential damages, loss of or inability to use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if we have been advised of the possibility of such damages, expenses or losses and even if an exclusive remedy provided for herein fails of its essential purpose, arising out of or in connection with your access or use of, or inability to use, this Web Site or the Materials or any web site with which this Web Site is linked. If you are dissatisfied with the Web Site or any Materials, your sole and exclusive remedy shall be to discontinue use of the Web Site and Materials and terminate these Terms of Use in accordance with its terms. To the maximum extent permitted by law, in no event shall JigsawTek or any third-party licensor's total liability to you for damages, losses and causes of action (whether in contract, tort (including, but not limited, to negligence) or otherwise) exceed in the aggregate the amount paid by you, if any, for accessing the Website or Materials.

## **Indemnity and Release**

You agree to defend, indemnify, release and hold JigsawTek harmless as well as our shareholders, officers, directors, agents, representatives, employees and third-party licensors from any and all claims, liabilities, losses, expenses or demands, including reasonable legal fees, based on, arising from, or otherwise related to (a) your breach or violation of these Terms of Use; (b) your access or use of this Web Site or any of the information, materials, products or services made available on or through this Web Site; (c) any infringement or misappropriation by you of any intellectual property or other rights of JigsawTek or any third party; or (d) any negligence or willful misconduct by you.

You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

## General

These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

## Entire Understanding

These Terms of Use contain the entire understanding between you and JigsawTek with respect to this Website and your use and access of this Web Site and of any of the information, materials, data, demos, blogs, products, services and other materials made available on or through this Web Site. Any other representations, statements, inducements, understandings, arrangements and agreements, oral or written, between you and JigsawTek, either prior or contemporaneous, relating thereto, not contained herein, are expressly made null and void, unless signed in writing by JigsawTek. For the avoidance of doubt, you agree that any terms and conditions provided in any Service Order or other document delivered to JigsawTek by you in connection with the Services shall in no way supersede the terms and conditions of this Agreement and are hereby declared null and void, unless signed in writing by JigsawTek. Should there be a conflict between these Terms of Use and any written and signed agreement between JigsawTek and any customer, the terms of such written and signed agreement shall control. Should any part of these terms for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portions and such remaining portions shall remain and continue in full force and effect to the maximum extent permitted by law. Our failure to enforce any provision of these Terms of Use shall not operate as or be deemed a waiver by JigsawTek of any other breach of any such provision or any other provision herein or of the right to enforce such provision(s).

## **Applicable Law & Jurisdiction**

JigsawTek operations are located in La Verne, California and these Terms of Use are based on United States law. Access to, or use of, this Web Site or any information, materials, products and/or services made available on or through this Website may be prohibited by law in certain countries or jurisdictions. You are solely responsible for ensuring compliance with any applicable laws of the country from which you are accessing this Website. We make no representation that the information contained herein is appropriate or available for use in any location.

## **Disclaimer of Endorsement**

Any references to business or entities, products, processes, or services, or other organizations or individuals that are included on the Web Site by trade name, trademark or otherwise are provided solely for your information. These references are not intended to reflect the opinions of JigsawTek concerning the significance, priority or importance to be given the referenced business, entity, product, service, organization or individual. Such references, including any that may relate to our Materials, are not endorsements or approvals by JigsawTek, and should not be quoted or reproduced for the purpose of stating or implying endorsement or approval by JigsawTek.

## **Contacting Us**

If you have any questions regarding these Terms of Use or any other matter, you may contact JigsawTek in by writing to us at JigsawTek, 1065 Bonita Ave. , Suite A, La Verne, California 91750 or email us at “support at JigsawTek.com”.