

alliseeforum.com (Terms and Conditions)

The following terms and conditions govern all use of the alliseeforum.com website and all content, services, and products available through the website, including, but not limited to, the client area (collectively referred to as the Site).

The Site is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies including, without limitation, the Operator's privacy policy and procedures that may be published from time to time on this Site by the Operator (collectively, the "Agreement"). The Site is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies including, without limitation, the Operator's privacy policy and procedures that may be published from time to time on this Site by the Operator (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Site. By accessing or using any part of the website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Site or use any services. The Site is available only to individuals who are at least 13 years old.

Client area account

You are responsible for maintaining the security of your client area account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify the Operator of any unauthorized uses of your account or any other breaches of security. The Operator will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

Contribution to the website

If you leave comments anywhere on the Site, post material to the Site, post links on the Site, or otherwise make (or allow any third party to make) material available by means of the Site (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, audio, or computer software. By making Content available, you represent and warrant that:

- Downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party
- You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms
- The Content does not contain or install any viruses, worms, malware, trojan horses or other harmful or destructive content
- The Content is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing)

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- The Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party

By submitting Content to the Operator for inclusion on our Site, you grant the Operator a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content for the purpose of displaying, distributing, promoting, marketing or any other lawful use.

Without limiting any of those representations or warranties, the Operator has the right (though not the obligation) to, in the Operator's sole discretion (i) refuse or remove any content that, in the Operator's reasonable opinion, violates any policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Site to any individual or entity for any reason, in the Operator's sole discretion. The Operator will have no obligation to provide a refund of any amounts previously paid under these circumstances.

Responsibility of website visitors

By operating the Site, the Operator does not represent or imply that it endorses any or all of the contributed content, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content. The Site may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Operator disclaims any responsibility for any harm resulting from the use by visitors of the Site.

Copyright infringement and DMCA policy

As the Operator asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Site violates your copyright, you are encouraged to notify the Operator in accordance with common DMCA policies. The Operator will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of the Operator or others, the Operator may, in its discretion, terminate or deny access to and use of the Site. In the case of such termination, the Operator will have no obligation to provide a refund of any amounts previously paid to the Operator. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Do we use cookies?

No

Third-party links

Our site may contain links to third-party sites. These third-party sites have separate and independent terms of service and privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites.

Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

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Intellectual property

This Agreement does not transfer from the Operator to you any of the Operator's or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with the Operator. The Operator logo and all other trademarks, service marks, graphics and logos used in connection with the Operator, or the Site are trademarks or registered trademarks of the Operator or the Operator's licensors. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site grants you no right or license to reproduce or otherwise use any the Operator or third-party trademarks.

Changes

The Operator reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. The Operator may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Termination

The Operator may terminate your access to all or any part of the Site at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement you may simply discontinue using the Site.

Notwithstanding the foregoing, if you have a client account, such account can only be terminated by the Operator if you materially breach this Agreement and fail to cure such breach within 14 (fourteen) days from the Operator's notice to you thereof; provided that, the Operator can terminate the Site immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer of warranties

The Site is provided "as is". The Operator and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither the Operator nor its suppliers and licensors make any warranty that the Site will be error-free or that access thereto will be continuous or uninterrupted.

Limitation of liability

The Operator is not a lawyer or a law firm and does not engage in the practice of law or provide legal advice or legal representation. All information, products, and services provided on the site are for informational and self-help purposes only and are not intended to be a substitute for professional legal advice.

In no event will the Operator, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential

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damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to the Operator under this agreement. The Operator shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law. The Operator shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the services and products offered on this site, or the performance of the services and products.

General representation and warranty

You represent and warrant that (i) your use of the Site will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside) and (ii) your use of the Site will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless the Operator, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between the Operator and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of the Operator, or by the posting by the Operator of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Site will be governed by the laws of the state of Queensland, Australia, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Queensland, Australia. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; the Operator may assign its rights under this Agreement without condition. This Agreement will be binding upon and will insure to the benefit of the parties, their successors and permitted assigns.

Changes to our terms and privacy policies

From time to time we may make adjustments to this policy. Changes will be made at our sole discretion. Site's users are encouraged to check this policy for such changes. Your continued use of this site following changes to this policy constitutes your acceptance of the changes.

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Contacting us

Any questions about these terms of service and privacy policy should be addressed to us via our email address: admin@alliseeforum.com

This document has been last modified on July 11th, 2020