

QuadMetrics Terms of Service

Introduction

These Terms of Service govern your use of this website; by accessing or using this website, you, individually or acting as your principal's agent ("you") accept these Terms of Service in full. If you disagree with these Terms of Service or any part of these Terms of Service, you must not use this website.

License to Use Website

Unless otherwise stated, QuadMetrics Inc. and/or its licensors own the intellectual property rights in the website, and material, information and services (collectively, the "material") on the website. Subject to the license below, all these intellectual property rights are reserved. Subject to your compliance with these Terms of Service, you may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms of Service. Any exceptions must be explicitly approved by QuadMetrics Inc.

You must not:

- Republish material from this website (including republication on another website);
- Sell, rent or sub-license material from the website;
- Show any material from the website in public;
- Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- Edit or otherwise modify any material on the website;
- Decompile, disassemble, or otherwise reverse engineer any of the material, provided through the website.

Acceptable Use

You must not use this website or the material in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website or the material without express written consent from QuadMetrics Inc.

You must not use this website or the material for any purposes related to marketing without express written consent from QuadMetrics Inc.

Restricted access

Access to certain areas of this website is restricted. QuadMetrics Inc. reserves the right to restrict access to areas of this website, or indeed this entire website, at its discretion. You must not share your user ID and password with others either within your own organization or outside.

QuadMetrics Inc. may disable your user ID and password in its sole discretion without notice or explanation.

No warranties

This website and the materials provided through the website are provided “as is” without any representations or warranties, express or implied. QuadMetrics Inc. makes no representations or warranties (and its licensors make no representations or warranties) in relation to this website or the material provided on this website and QuadMetrics Inc. expressly disclaims such representations and warranties on its behalf and on behalf of its licensors.

Without limiting the generality of the foregoing paragraph and as a non-limiting example, QuadMetrics Inc. does not warrant that:

- This website will be constantly available;
- The information on this website is complete, true, accurate or non-misleading.
- The material on the website constitutes, or is meant to constitute, advice of any kind.

Confidentiality

The material is the confidential information of QuadMetrics Inc. and its licensors. You agree to hold in confidence and not use (except to exercise your rights or fulfill your obligations hereunder) or disclose the material. You also agree to take appropriate action by instruction or agreement with your employees, consultants, and agents who are permitted access to the website in order to exercise your rights under these Terms of Service. However, you shall have no confidentiality obligation with respect to any information which is or becomes publicly known through no act of your own in breach of these Terms of Service, is independently developed by you or is received unrestricted from another source who was not under an obligation of confidentiality to QuadMetrics Inc. or its licensors.

Limitations of Liability

QuadMetrics Inc. and its licensors will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website and the material: for any direct loss; for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data. These limitations of liability apply even if QuadMetrics Inc. has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit QuadMetrics Inc.'s liability in respect of any:

- death or personal injury caused negligence;
- fraud or fraudulent misrepresentation; or
- matter which it would be illegal or unlawful to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

Other Parties

You accept that, as a limited liability entity, QuadMetrics Inc. has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against QuadMetrics Inc.'s officers or employees in respect of any losses you suffer in connection with the website. Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect QuadMetrics Inc.'s officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as QuadMetrics Incorporated.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify QuadMetrics Inc. and undertake to keep QuadMetrics Inc. indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by QuadMetrics Inc. to a third party in settlement of a claim or dispute on the advice of QuadMetrics Inc.'s legal advisers) incurred or suffered by QuadMetrics Inc. arising out of any breach by you of any provision of these Terms of Service, or arising out of any claim that you have breached any provision of these Terms of Service.

Government Restricted Rights

If you are a governmental entity, the software included in the website is commercial software and is provided under the most restrictive rights applicable to such software.

Breaches of these Terms of Service

Without prejudice to QuadMetrics Inc.'s other rights under these Terms of Service, if you breach these Terms of Service in any way, QuadMetrics Inc. may take such action as QuadMetrics Inc. deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

QuadMetrics Inc. may revise these Terms of Service from time-to-time. Revised Terms of Service will apply to the use of this website from the date of the publication of the revised Terms of Service on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

QuadMetrics Inc. may transfer, sub-contract or otherwise deal with QuadMetrics Inc.'s rights and/or obligations under these Terms of Service without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Service

Severability

If a provision of these Terms of Service is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful

and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire Agreement

These Terms of Service constitute the entire agreement between you and QuadMetrics Inc. in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These Terms of Service will be governed by and construed in accordance with the laws of Michigan, USA, and any disputes relating to these Terms of Service will be subject to the exclusive jurisdiction of the courts of Michigan.

Last Updated

May 11, 2016