



Website Terms and Conditions of Use

Acceptance Of This Agreement

Your access to and use of our website is subject to these Terms and Conditions. You agree not use the website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the website you accept the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the website.

Advice

The contents of our website are not intended to provide advice and should not be relied upon in making or refraining from making, any decision.

Changes to Our Website, Software, and Services

We reserve the right to:

Change or remove (temporarily or permanently) the website or any part of it without notice and you agree that we shall not be liable to you for any such change or removal.

Change, remove, or discontinue any software, service, or promotion (including but not limited to any provisions, parts thereof, licensing, pricing) as advertised on this website at any time without notice and you confirm that we shall not be liable for any such change or removal.

Change this Agreement at any time, and by continuing to use the website following these changes you will have accepted such change.

Links to Other Websites

Our website may include links to a third party website that is controlled and maintained by someone else. Any link to another website is not an endorsement of that company or their product and we are not responsible for the content or availability of any such sites.

Copyright

The Intellectual Property Rights in this website and the materials on or accessible via it belong to Cyfeon Solutions or our licensors. This website and the materials on or accessible via it and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used or reproduced in any way unless agreed to by us.

Cyfeon Solution and Cyfeon, Inc are trademarks which belong to Cyfeon Solutions and they may not be may not be used, copied or reproduced in any way without written consent from us.

For these purposes “Intellectual Property Rights” includes the following (wherever and whenever arising and for the full term of each of them): any patent, trade mark, trade name, service mark, service name, design, design right, copyright, database right, moral rights, know how, trade secret and other confidential information, rights in the nature of any of these items in any country, rights in the nature of unfair competition rights and rights to sue for passing off or other similar intellectual or commercial right (in each case whether or not registered or registrable) and registrations of and applications to register any of them.

Limitation Of Liability

The Website is provided on an “AS IS” and “AS AVAILABLE” basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, we are not liable for any indirect or consequential loss or damage (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the website.

We make no warranty that the functionality of the website will be uninterrupted or error free, that defects will be corrected or that the website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

Applicable Law and Dispute

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of Texas whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be Travis County, TX.

Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

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