

TECADEMICS

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- **ARISING OUT OF OR RELATING TO THE MISUSE OF OR INAPPROPRIATE RELIANCE ON THE CONTENT OF THE SITE; AND**
- **RESULTING FROM ANY VIRUS, WORM, TROJAN, TIME-BOMBS, KEYSTROKE LOGGERS, SPYWARE, ADWARE OR ANY OTHER KIND OF MALWARE OR CONTAMINATION OF COMPUTING EQUIPMENT.**

YOU SHOULD CARRY OUT YOUR OWN EVALUATION / VERIFICATION EXERCISE BEFORE CHOOSING TO RELY UPON ANY OF THE CONTENT IN ANY WAY.

THIS DOES NOT AFFECT TECADEMICS' LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM TECADEMICS' NEGLIGENCE, OR TECADEMICS' LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Viruses, hacking and other offences

You must not misuse the Site by knowingly introducing (or transmitting data, sending or uploading any material that contains) viruses, Trojans, worms, time-bombs, keystroke loggers, spyware, adware, logic bombs or other material, programs or similar computer code which is malicious, technologically harmful or designed to adversely affect the operation of any computer software or hardware of the Site.

You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. In the event of such a breach, Your rights to use the Site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer.

You acknowledge that you are solely responsible for any Information that you choose to disclose and make publicly accessible via the Site, and that under no circumstances will we be liable in any way for the disclosure and public accessibility of such Information. You acknowledge that any information posted to publicly accessible areas may remain publicly accessible indefinitely.

In consideration of your continuing use of the Site, we shall be entitled, without further obligation, to retain, disclose or otherwise use the Information for any purpose. Also, in consideration of your continuing use of the Site, you hereby assign all your interest in intellectual property rights in such information to us as a continuing obligation, with full title guarantee for the full duration of such rights, wherever in the world where ever they are enforceable. You agree to execute all documents and assignments and do all such things necessary to ensure that we are able to enjoy the benefits of the rights under this condition. You will not take any action prejudicial to the subsistence of the intellectual property rights in the Information and from any action prejudicial to the assignment pursuant to this condition.

Prohibited Use

You may only use the Site for lawful purposes. You may not use the Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent, purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

If you breach these Terms of Use, we will terminate any applicable licenses and/or block your IP address from accessing the Site and/or withdraw your right to use the Site (or any part of the Site), immediately. You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of these Terms of Use;
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 - any part of the Site;
 - any equipment or network on which the Site is stored;
 - any software used in the provision of the Site; or
 - any equipment or network or software owned or used by any third party.

Changes to the Terms of Use

We shall have the right, at its sole discretion and at any time, to change or modify these Terms of Use. Any change shall be effective immediately upon posting to the Site. You are responsible for regularly reviewing these Terms of Use to obtain timely notice of any changes, as they are binding on you when published. Tecademics will post a last amendment date at the bottom of this page to assist your review. Your continued use of this Site after such posting shall constitute your acceptance of these Terms of Use as modified. Some of the provisions in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Site.

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Assignment

You may not assign or delegate your rights or obligations under these Terms of Use without the prior written consent of Tecademics.

Severance

If any provision of these Terms of Use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms of Use, and the validity and enforceability of the other provisions of these Terms of Use shall not be affected.

Waiver

No failure or delay by us to exercise any right, power or remedy will operate as a waiver of any of them nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

Information about you and your visits to the Site

We process information about you in accordance with our Privacy Policy. By using the Site you consent to such processing and you warrant that all data provided by you is accurate. We have obligations under law, including the Freedom of Information legislation, to disclose information including confidential information held by us. We will always endeavor to consult with you before making a decision to disclose confidential information held by us.

Governing Law and Jurisdiction

The Terms of Use and any and all claims, disputes or proceedings of any kind (whether relating to contractual or non-contractual obligations) arising out of or in connection with them shall adjudicated in the courts serving Maricopa County, governed by and construed in accordance with the laws of the State of Arizona.

Contact Us

If you have any questions about this Agreement, please contact us at askusanything@tecademics.com.