

Terms of Use

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If you require any more information or have any questions about our Terms of Service, please feel free to contact us by email at Contact.

Introduction

These terms and conditions govern your use of the Site; by using the Site, you accept these terms and conditions in full and without reservation. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the Site.

You must be at least 18 [eighteen] years of age to use the Site. By using the Site and by agreeing to these terms and conditions, you warrant and represent that you are at least 18 years of age.

License to use website

Unless otherwise stated, JSASportArchitecture and/or its licensors own the intellectual property rights published on the Site and materials used on the Site. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, files or other content from the Site for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- Republish material from the Site in neither print nor digital media or documents (including republication on another website);
- Sell, rent or sub-license material from the Site

- Show any material from the Site in public;
- Reproduce, duplicate, copy or otherwise exploit material on the Site for a commercial purpose;
- Edit or otherwise modify any material on the Site;
- Redistribute material from the Site except for content specifically and expressly made available for redistribution; or
- Republish or reproduce any part of the Site through the use of iframes or screenscrapers.

Where content is specifically made available for redistribution, it may only be redistributed within your organization.

Acceptable use

You must not use the Site in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the Site 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 use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to the Site without JSASportArchitecture's express written consent. This includes:

- Scraping
- Data mining
- Data extraction
- Data harvesting
- 'Framing' (iframes)
- Article 'Spinning'

You must not use the Site or any part of it to transmit or send unsolicited commercial communications.

You must not use the Site for any purposes related to marketing without the express written consent of JSASportArchitecture.

Restricted access

Access to certain areas of the Site is restricted. JSASportArchitecture reserves the right to restrict access to certain areas of the Site, or at our discretion, this entire website. JSASportArchitecture may change or modify this policy without notice.

If JSASportArchitecture provides you with a user ID and password to enable you to access restricted areas of the Site or other content or services, you must ensure that the user ID and

password are kept confidential. You alone are responsible for your password and user ID security.

JSASportArchitecture may disable your user ID and password at JSASportArchitecture's sole discretion without notice or explanation.

No warranties

The Site is provided "as is" without any representations or warranties, express or implied. JSASportArchitecture makes no representations or warranties in relation to the Site or the information and materials provided on the Site.

Without prejudice to the generality of the foregoing paragraph, JSASportArchitecture does not warrant that:

- The Site will be constantly available, or available at all; or
- The information on the Site is complete, true, accurate or non-misleading.

Nothing on the Site constitutes, or is meant to constitute, advice of any kind.

Limitations of liability

JSASportArchitecture 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, the Site:

- To the extent that the website is provided free-of-charge, 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 JSASportArchitecture has been expressly advised of the potential loss.

Exceptions

Nothing in the Site disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in the Site disclaimer will exclude or limit the liability of JSASportArchitecture in respect of any:

- Death or personal injury caused by the negligence of JSASportArchitecture or its agents, employees or shareholders/owners;
- Fraud or fraudulent misrepresentation on the part of JSASportArchitecture; or
- Matter which it would be illegal or unlawful for JSASportArchitecture to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using the Site, you agree that the exclusions and limitations of liability set out in the Site disclaimer are reasonable.

If you do not think they are reasonable, you must not use the Site.

Other parties

You accept that, as a limited liability entity, JSASportArchitecture has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against JSASportArchitecture'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 the Site disclaimer will protect JSASportArchitecture's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Site.

Unenforceable provisions

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

Indemnity

You hereby indemnify JSASportArchitecture and undertake to keep

JSASportArchitecture indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by JSASportArchitecture to a third party in settlement of a claim or dispute on the advice of JSASportArchitecture legal advisers) incurred or suffered by JSASportArchitecture arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to JSASportArchitecture's other rights under these terms and conditions, if you breach these terms and conditions in any way, JSASportArchitecture may take such action as JSASportArchitecture 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

JSASportArchitecture may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the Site from the date of the publication of the revised terms and conditions on the Site. Please check this page regularly to ensure you are familiar with the current version.

Assignment

JSASportArchitecture may transfer, sub-contract or otherwise deal with JSASportArchitecture's rights and/or obligations under these terms and conditions 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 and conditions.

Severability

If a provision of these terms and conditions 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 and conditions, together with the Site's Privacy Policy constitute the entire agreement between you and JSASportArchitecture in relation to your use of the Site, and supersede all previous agreements in respect of your use of the Site.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of British Columbia, Canada, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of British Columbia, Canada.