

# Terms of Use

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## Porta Software Solutions Terms of Use ("Terms")

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Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <http://www.portasoftwaresolutions.com> website (the "Service") operated by Porta Software Solutions ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.**

### Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Porta Software Solutions.

Porta Software Solutions has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Porta Software Solutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 90 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### Blogs

You may access certain "blogs" through the Website. You may not post on any blog any material that is libelous, defamatory, obscene, abusive, invades a person's privacy, violates any intellectual

property rights, or that would otherwise violate any law. You acknowledge that you are responsible for whatever material you submit, and you, not Porta Software Solutions, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false. You may not post or transmit any information, software or other material that contains a virus or other harmful component. We also reserve the right to remove any such violative material. All remarks, suggestions, ideas, graphics or other information communicated through the Website will become, once posted, the property of Porta Software Solutions ("Posting"). Porta Software Solutions will not be required to treat any Posting as confidential. Porta Software Solutions will be entitled to use the Postings for any commercial or other purpose whatsoever, without compensation to you or any other person. You agree to indemnify, defend and hold Porta Software Solutions harmless from any liability arising due to the use or distribution of your Postings. You further grant Porta Software Solutions the right to use your name in connection with the reproduction or distribution of your Postings.

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1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. WE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF THE CONTENT OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (vi) OR THAT THIS WEB WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEB WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT Porta Software Solutions SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) WHATSOEVER.

**Non-Waiver:**

Our failure to exercise or enforce any right or provision of hereunder shall not constitute a waiver of such right or provision. If any provision hereunder is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should attempt to give effect to the parties' intentions as reflected in the provision, and the other provisions hereof shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms and Conditions of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Indemnity:**

You agree to indemnify, and hold Porta Software Solutions and its affiliates and each of their directors, officer, employees and agents ("Porta Software Solutions Indemnities") harmless from and against any and all claims, actions or demands brought against Porta Software Solutions Indemnities arising out of or relating to your use of the Website or your breach of these Terms and Conditions of Use. The indemnification set forth in this Paragraph shall include all expenses and costs (including reasonable attorney fees) resulting from or arising out of the above claims.

**Agreement:**

By using the Website, you are deemed to agree to these Terms and Conditions of Use.

## **Contact Us**

If you have any questions about these Terms, please contact us.