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The SheerSense© website may include inaccuracies, errors and materials that violate or conflict with this Agreement.

Additionally, third parties may make unauthorised alterations to the SheerSense© website. If you become aware of any unauthorised third party alteration to the SheerSense© website, contact us by using SheerSense© website, or write to us with a description of the material(s) at issue and the URL or location on the SheerSense© website of such materials.

15. Limitation of Liability. In no event shall SheerSense©, its affiliates, or any of its licensors or providers or their respective directors, officers, employees, agents, representatives, be liable for any indirect, incidental, exemplary, punitive, special or consequential damages arising out of or in connection with the SheerSense© website, nor for any damages for loss of profits, loss or interruption of business, loss of use, loss of data, loss of other intangibles, loss of security of information you have provided in connection with your use of the SheerSense© website (including without limitation in connection with your use or receipt of any third party applications or third party content), or unauthorised interception of any such information by third parties, even if SheerSense© or such party has been advised of the possibility of such damages or losses. SheerSense© is not responsible for any unauthorised access to or alteration of your submissions, transmissions or data or for any material or data sent or received or not sent or received. SheerSense© is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party (including without limitation any SheerSense© Distributor), or any infringement by a third party of another's intellectual property, privacy or other rights. In no event shall SheerSense©'s total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) arising from or related to this agreement, the SheerSense© website, or your use of or inability to use the SheerSense© website exceed the amount paid by you, if any, for using or accessing the SheerSense© website.

Applicable law may not allow for exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above exclusions or limitations may not apply to you, and you may have additional rights. For example, in some jurisdictions, a website operator may not exclude or limit liability for personal injury or death directly resulting from the use of such operator's website or such operator's negligence.

16. Indemnification. Except to the extent prohibited under applicable law, you will defend, indemnify and hold harmless SheerSense©, the Affiliates, and its and their respective directors, officers, employees, agents, representatives, licensors or providers from and against any and all allegations, claims, actions, demands, causes of action and other proceedings ("Claims") arising from or related to any of the following: (a) your use of, inability to use, or activities in connection with the SheerSense© website; (b) any violation of this Agreement or any other SheerSense© terms, conditions or policies by you; (c) any Transaction;

(d) any Submission or other materials that you make available through the SheerSense® website (including without limitation any Claim that such Submission or other materials or the use thereof caused damage to, or infringed or otherwise violated the intellectual property, privacy, or other rights of, any third party); or (e) your violation of any rights of any SheerSense® website visitor, user, or customer, or any other third party; and you agree to reimburse SheerSense®, the Affiliates and its and their respective directors, officers, employees, agents, representatives, licensors or providers on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any such Claim(s).

17. Termination and Enforcement. This Agreement is effective until terminated. You agree that SheerSense®, at its sole discretion, may suspend, restrict or terminate your access to or use of the SheerSense® website, at any time and for any reason, including without limitation if SheerSense® believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including without limitation your failure to comply with the rules of conduct set forth in Section 4 above), subject to any restrictions placed on SheerSense®'s exercise of such rights under applicable law. Upon any such termination, your right to use the SheerSense® website will immediately cease. You agree that any suspension, restriction or termination of your access to or use of the SheerSense® website may be effected without prior notice and that SheerSense® may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that SheerSense® shall not be liable to you or any third party for any suspension, restriction or termination of your access to the SheerSense® website or to any such information or files, and shall not be required to make such information or files available to you after any such termination, suspension or restriction. SheerSense® reserves the right to take steps that SheerSense® believes are necessary or appropriate to enforce and/or verify compliance with this Agreement (including without limitation in connection with any legal process relating to your use of the SheerSense® website and/or a third party claim that your use of the SheerSense® website is unlawful or violates such third party's rights). Sections 1, 5-8 and 11-20 of this Agreement shall survive any expiration or termination of this Agreement.

18. Claims of Copyright Infringement. If you believe, in good faith, that materials available on the SheerSense® website infringe your copyright, you (or your agent) may send SheerSense® a notice requesting that SheerSense® remove the materials or disable access to them. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, you can send SheerSense® a counter-notice. Notices and counter-notices must meet the then-current statutory requirements. We suggest that you consult your legal advisor before filing a notice or counter-notice.

19. Governing Law. This Agreement shall be governed by the laws of England and Wales without regard to its conflicts of laws principles. You agree that any dispute or claim arising out of or relating to this Agreement shall be resolved only in the courts located in England and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such dispute or claim.

20. Miscellaneous. If any provision of this Agreement shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and SheerSense®. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and SheerSense® relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and SheerSense® relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) to the SheerSense® website, by email, or by regular mail, at SheerSense®'s discretion. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as expressly set forth in the following sentence, nothing in this Agreement, express or implied, is intended to or shall confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities. Notwithstanding the previous sentence, you agree that WordPress is a third party beneficiary under this Agreement with the right to enforce solely those specific terms and conditions of this Agreement that expressly restrict you from (a) uploading prohibited content or materials to the SheerSense® website or (b) using the SheerSense® website for prohibited purposes; otherwise, and solely to the extent that the laws of England govern, a person who is not party to this Agreement may not enforce any of this Agreement's provisions.

This Agreement dated 11 March 2019

Administration office:
SheerSense Limited
Devlex House
Silverhills Road
Newton Abbot
TQ12 5ND
Registered number: 07487540