

Terms of use

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For the purposes of this Agreement the terms "**us**", "**our**" and "**we**" refers to Katana Applications Ltd. The terms "**you**" and "**your**" or "**yours**" refers to the individual entering into this Agreement.

1. Disclaimer

THIS WEBSITE (THE "Site") AND ALL MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND ALL USE IS AT YOUR OWN RISK. KATANA APPLICATIONS LTD. ("Katana") DISCLAIMS, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND LIABILITIES OF KATANA, OUR AFFILIATES OR ASSOCIATES, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THIS SITE AND ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY OF NON-INFRINGEMENT; AND (C) CLAIM IN TORT (INCLUDING NEGLIGENCE). WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT KATANA DOES NOT REPRESENT OR WARRANT THAT THIS SITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THIS SITE, ANY MATERIALS IN THIS SITE, OR THE SERVER THAT MAKES THIS SITE AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS OR OMISSIONS OR FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

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In no event will Katana or our affiliates or associates, be liable, whether in contract, warranty or tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, to you or any other person for any damages (including, without limitation, any indirect, incidental, special or consequential damages) arising out of, or in connection with, any use of or inability to use or results of use of this site or any materials in this site, even if Katana or our representative, affiliates or associates have been advised of the possibility of such damages.

3. Use of the Site

You may only use this Site and any materials found in this Site including, but not limited to, any images, logos, designs, insignia, marks, pictures, sounds, text, messages, tools, software, technology, products, services, files, information, data, demos, promotional materials, audio-visual and multi-media works and any other items or expressions (collectively "Materials") in accordance

with the terms and conditions of this Agreement, and you agree to comply with said terms and conditions at all times. Without limiting the foregoing, you may not copy, republish, upload, download, post, transmit or distribute any Materials except as specifically provided within this Agreement.

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Katana reserves all rights in and to the Materials. Other than expressly stated in the Katana Terms and Conditions of Purchase and the Katana Subscriber Agreement, you may not: (a) use or transmit any Materials on or to any other website or social media; (b) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any Materials; (c) reproduce any Materials; (d) distribute, licence, rent, sell, lease or otherwise transfer any Materials; or (e) remove, obscure or alter any copyright or other proprietary notices present on or in any Materials. You represent, warrant and covenant that: (1) you will comply with all applicable laws, regulations and orders of any governmental authority that has jurisdiction over you in your use of this Site and the Materials; (2) you are not located in, under the control of, or a national resident of any country to which trade and export with the United Kingdom is prohibited under the laws of England and Wales; and (3) you will not upload or otherwise transmit to this Site, any software or other materials that: (i) contain any viruses or other harmful code; (ii) violate, misappropriate or infringe any patent, copyright, trademark or name or secret, right to privacy or integrity, any other intellectual or proprietary rights (collectively "Proprietary Rights") of any person or entity; (iii) contain any material that is libellous, defamatory or portrays any person in a false light; or (iv) contain any material that is offensive or discriminatory on the grounds of race, religion, nationality, disability, gender, sexual orientation or any other protected characteristic.

Subject to the terms and conditions of this agreement, the Katana Terms and Conditions of Purchase and the Katana Subscriber Agreement you will have the option to lease (subject to your full payment of applicable fees) a non-exclusive, non-transferable licence for the duration you hold an account on the Katana Site, to: (a) download the Katana Strategy Builder and/or Viewer to one computer solely for your personal, non-commercial use; (b) access and view other materials on the Site; and (c) upload and store materials to designated areas of the Site.

5. Reservation of Rights; Submissions

Katana reserve all right, title and interest (including all intellectual property and Proprietary Rights) in and to, and you do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in or to, the Site, including but not limited to: Materials, any domain name owned or operated by us or our affiliates and associates, our and our associates' or affiliates' trademarks and logos and any other intellectual property and technology held within the Site. If you provide us or any of our affiliates or associates with any materials including but not limited to: demos, suggestions, reviews, modifications, data, images, text, or other information or content ideas relating to the Site or any product or service, (collectively, "Your Submission"), you hereby irrevocably assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, exclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in

conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (a) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (b) our and our sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

6. Miscellaneous

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. If any provision within this Agreement is held to be invalid for any reason, it shall not affect the validity and enforceability of the remainder of this Agreement. Any dispute relating in any way to this Agreement will be resolved in the Courts of England and the law that will interpret and govern this Agreement and any dispute of any sort that might arise will be the Laws of England and Wales. You hereby agree and submit to this exclusive jurisdiction and agree not to commence any such claim or suit other than in the aforementioned court. This Agreement constitutes the entire agreement between you and Katana relating to the use of the Site.