

DIGITAL CHANNEL TERMS AND CONDITIONS (WEBSITE & EMAIL)

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website or send emails to sentiaglobal.com or sentiaglobal.ca

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Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; 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 this website 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 use our website to send us any form commercial marketing material. You must not use our corporate @sentiaglobal.com, @sentiaglobal.ca & @netoptica.net e-mail addresses for the purposes of sending any form of commercial marketing material. Entering email address into web forms on your own website does not imply consent to send marketing material. Sentia Global Ltd may charge for the reception of such material at its discretion.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Sentia Global Ltd express written consent.

You must not use this website to transmit or send unsolicited commercial communications. We charge for the receipt of these & will issue an invoice at a fee to be decided by us based upon the gravity of the transgression. We operate a zero tolerance policy & always pursue offenders through the legal system for non payment.

You must not use this website for any purposes related to marketing without Sentia Global Ltd's express written consent. Charges

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Sentia Global Ltd makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Sentia Global Ltd does not warrant that:

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

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

Limitations of liability

Sentia Global Ltd will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- 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 Sentia Global Ltd has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Sentia Global Ltd liability in respect of any:

- death or personal injury caused by Sentia Global Ltd negligence;
- fraud or fraudulent misrepresentation on the part of Sentia Global Ltd or
- matter which it would be illegal or unlawful for Sentia Global Ltd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

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

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Sentia Global Ltd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Sentia Global Ltd officers or employees in respect of any losses you suffer in connection with the website.

Unenforceable provisions

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

Indemnity

You hereby indemnify Sentia Global Ltd and undertake to keep Sentia Global Ltd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Sentia Global Ltd to a third party in settlement of a claim or dispute on the advice of Sentia Global Ltd's legal advisers) incurred or suffered by Sentia Global Ltd 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 Sentia Global Ltd's other rights under these terms and conditions, if you breach these terms and conditions in any way, Sentia Global Ltd may take such action as Sentia Global Ltd 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

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

Assignment

Sentia Global Ltd may transfer, sub-contract or otherwise deal with Sentia Global Ltd'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 constitute the entire agreement between you and Sentia Global Ltd in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English Law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England