

# Terms And Conditions

THE TERMS AND CONDITIONS OF Ocqlar.com

## **1 Acceptance The Use Of Ocqlar.com Terms and Conditions**

Your access to and use of Ocqlar.com is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

## **2 Credit card details**

We currently do not collect credit card information

## **3 LEGAL ADVICE**

The contents of Ocqlar.com website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

All material contained on Ocqlar.com is provided without any or warranty of any kind. You use the material on Ocqlar.com at your own discretion

## **4 CHANGE OF USE**

Ocqlar.com reserves the right to:

4.1 change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that Ocqlar.com shall not be liable to you for any such change or removal and.

4.2 change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

## **5 Links to Third Party Websites**

Ocqlar Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

## **6 COPYRIGHT**

6.1 All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Ocqlar or otherwise used by Ocqlar as permitted by law.

6.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

## **7 LINKS TO AND FROM OTHER WEBSITES**

7.1 Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.

7.2 Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

(a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;

(b) you do not misrepresent your relationship with this website; and

(c) ; the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

7.3 By linking to this Website in breach of our terms, you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

## **8 DISCLAIMERS AND LIMITATION OF LIABILITY**

8.1 The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

8.2 To the extent permitted by law, Ocqlar.com will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

8.3 Ocqlar.com makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

8.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Ocqlar.com for death or personal injury as a result of the negligence of Ocqlar.com or that of its employees or agents.

## **9 INDEMNITY**

You agree to indemnify and hold Ocqlar.com and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Ocqlar.com arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

## **10 SEVERANCE**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **11 WAIVER**

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Use.

## **12 YouTube API Services**

You agree to be bound by YouTube's Terms of Service (available at <https://www.youtube.com/t/terms>) and are agreeing to be bound by any changes, additions or related terms thereto that may be listed separately or otherwise concerning the YouTube API, either at YouTube.com or otherwise.

## **13 Term; Termination.**

This Agreement may be terminated by either party without notice at any time for any reason.

The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3 (Indemnification), 4 (Third Party Rights) and 6 (Miscellaneous) shall survive any termination of this Agreement.

## **14 Miscellaneous.**

This Agreement shall all be governed and construed in accordance with the laws of The United States of America applicable to agreements made and to be performed in The United States of America. You agree that any legal action or proceeding between Ocqlar and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in The United States of America . Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Ocqlar's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Ocqlar may assign its rights and duties under this Agreement to any party at any time without notice to you.

## **15. LIMITATION OF LIABILITY**

IN NO EVENT WILL Ocqlar BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF Ocqlar OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, Ocqlar LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Ocqlar makes no representations whatsoever about any other web site which you may access through this one or which may link to this Site. When you access a non-Ocqlar web site, please understand that it is independent from Ocqlar, and that Ocqlar has no control over the content on that web site. In addition, a link to a Ocqlar web site does not mean that Ocqlar endorses or accepts any responsibility for the content, or the use, of such web site.

## **16. Use of the Site.**

You understand that, except for information, products or services clearly identified as being supplied by Ocqlar, Ocqlar does not operate, control or endorse any information, products or services on the Internet in any way. Except for Ocqlar- identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties, that are not affiliated with Ocqlar a. You also understand that Ocqlar cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing

sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET.

Ocqlar PROVIDES THE SITE AND RELATED INFORMATION "AS IS" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND Ocqlar SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. Ocqlar DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.

YOU UNDERSTAND FURTHER THAT THE PURE NATURE OF THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOUR ACCESS TO SUCH MATERIALS IS AT YOUR RISK. Ocqlar HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

## **17. TRADEMARKS.**

Publications, products, content or services referenced herein or on the Site are the exclusive trademarks or servicemarks of Ocqlar. Other product and company names mentioned in the Site may be the trademarks of their respective owners.

## **18 OUR CONTACT DETAILS**

Please contact us at [support\(at\)Ocqlar.com](mailto:support(at)Ocqlar.com) for a prompt response.