



Terms

Terms and conditions for using the Noraina website

1. Terms and conditions

Noraina provides the website to you on the basis of the following terms and conditions ("Terms and Conditions"). By accessing any page on this Website, you agree to be bound by these Terms and Conditions. These Terms and Conditions may be updated by Noraina from time to time by posting the updated Terms and Conditions without prior separate notification to you. You should check the Terms and Conditions each time you access the Noraina website to check for updates.

2. Noraina Website

You will be able to obtain information about certain Noraina products and services on this Noraina Website and you may also submit queries to Noraina to receive more information.

3. Use

The Noraina Website and any support are provided to you at no charge and are for your personal and non-commercial use. Any support provided to you is for information purposes only. Noraina reserves the right to make changes to the Noraina Website; or not reply to any queries; or not provide any support in connection with the Noraina Website.

Noraina does not wish to receive confidential or proprietary information from you via the Noraina Website. Subject to Noraina's obligation under the Privacy Policy please note that any information or material sent to Noraina via the Noraina website will be deemed to be not confidential. By sending Noraina any information or material, you grant Noraina an unrestricted, irrevocable licence to use, reproduce, display, perform, modify, transmit and distribute that material or information, and you also agree that Noraina is free to use any ideas, concepts, know-how or techniques that you send us for any purpose.

You undertake not to post to or send via this website any materials that are or could reasonably be construed as: (i) defamatory, libellous, obscene, offensive, abusive, liable to incite racial hatred, discriminatory or blasphemous; (ii) in breach of any obligation of confidence or privacy or any trade secret; (iii) infringing the proprietary rights of any third party or for which you have not obtained all necessary licences and/or approvals; or (iv) violating any other law.

You also agree not to transmit to or send via the website any materials which could reasonably be held to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of any country or other competent authority, or infringe the rights of any third party enforceable in any part of the world.

Noraina reserves the right to remove any materials from the website where it reasonably suspects that such material is prohibited by this Section 3 or is otherwise inappropriate. Notwithstanding the foregoing, you acknowledge that Noraina has no control over content on the website provided by other users, neither does it purport to monitor the content of the website to ensure its accuracy, appropriateness or conformity with the principles outlined in these Terms and Conditions.

You must not link to the Noraina Website other websites which are indecent or inappropriate, and you must forthwith remove any link if Noraina in its discretion so requests.

You agree to indemnify Noraina and Noraina's affiliates against any claim, demand, loss or damage suffered as a result of breach of this.

4. Disclaimer

Noraina hereby excludes all conditions, warranties, representations or other terms concerning the supply or purported supply of, failure to supply or delay in supplying any service in connection with the Noraina Website or that the Noraina Website is accurate, complete or up-to-date, which might but for this Section 4 have effect between Noraina and you, or would otherwise be implied into or incorporated into these Terms and Conditions or any collateral contract, whether by statute, common law or otherwise. You understand and agree that you are using the Noraina Website at your sole risk and that Noraina does not warrant that the Noraina Website will meet your requirements or that the Noraina Website will be uninterrupted, error free or secure. Any content or services provided via the Noraina Website or in connection with the Noraina Website by Noraina is done so on an "AS IS" and on an "AS AVAILABLE" basis and Noraina makes no representations or endorsement of any kind, whether express or implied, with respect to the Noraina Website for the content or services included in, or made available in connection with, this Noraina Website. Noraina reserves the right at its sole discretion, to amend or withdraw any content or services offered as part of the Noraina Website.

5. Liability

Noraina, any other party (whether or not involved in creating, producing, maintaining or delivering this Noraina Website), and any of Noraina group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party, (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with this Noraina Website in any way or in connection with the use, inability to use or the results of use of this Noraina Website, any websites linked to this Noraina Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Noraina Website or your downloading of any material from this Noraina Website or any websites linked to this Noraina Website. This shall not affect your statutory rights.

Nothing in these Terms and Conditions shall exclude or limit Noraina's liability for (i) death or personal injury caused by its negligence; (ii) fraud; or (iii) any liability which cannot be excluded or limited under applicable law.