# **TERMS & CONDITIONS**

# INTRODUCTION

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• 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 SIS has been expressly advised of the potential loss.

#### REASONABLENESS

By using this website, you agree that the 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.

#### **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 SIS and undertake to keep SIS indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by SIS to a third party in settlement of a claim or dispute on the advice of SIS's legal advisers) incurred or suffered by SIS 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.

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Without prejudice to SISâ€<sup>™</sup>s other rights under these terms and conditions, if you breach these terms and conditions in any way, SIS may take such action as SIS 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

SIS 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

SIS may transfer, sub-contract or otherwise deal with SIS'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 SIS 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 the laws of the Commonwealth of Kentucky.