

Simdex Metal Tube Manufacturers Worldwide Guide Online Service Agreement

This Service Agreement is between Simdex Publishing (“Simdex”) and the company to whom Simdex Publishing has agreed to provide the Simdex Metal Tube Manufacturers Worldwide Guide Online Service (“the Service”). The following terms and conditions govern the use of the Service supplied by Simdex Publishing and content available therein.

1. SERVICE AND DEFINITIONS

Simdex provides an Online Information Service (“the Service” or “the Online Service”) on metal Tube manufacturers around the world with access to a variety of resources including online information, downloadable PDF documents and tools to manage personalized information. The service, including any updates, enhancements, new features, and/or the addition of any new web properties, is subject to the Terms of Use.

“**License**” means the right to access and use the Service. “**Online Service**” means any online service as available on the portal. “**Subscription**” means the use of the Online Service during a specific period of time (such as one year). “**Client**” means a company to which the service is provided. “**User**” means an employee of the company who is given access by the company to the Service.

2. USE OF SERVICE

Description of Service

The Online Service is available to any company that disposes of an Internet access. High speed Internet access is recommended. The Service is proposed by Simdex on a subscription basis. To benefit from the Service the company shall pass a “subscription order” to Simdex. Simdex proposes a number of subscription options based on the period of use of the Service and the maximum number of authorized users of the Service.

Initiation of service

To initiate the Online Service, the client shall address to Simdex an order of the service. Are indicated on the order form filled in by the client: the requested subscription option that stipulates the subscription period and the maximum number of authorized users, the client company contact details and the contact details (full name, company position, email address) of the authorized users of the service. The client has the right during the period of its subscription to modify the list of its users by providing to Simdex the necessary information.

Activation and duration of service

The Online Service is activated for the client on the following conditions:

- the order form is correctly filled in by the client and contains the required information
- the order form has been received and registered by Simdex and the Order has been paid to Simdex
- Simdex has had the material time to activate the subscription.

The Service is active for the client during the whole period of the subscription. At the end of the subscription period, the service will remain active only if the client has renewed and paid the subscription to the service.

If the service is not renewed by the client, Simdex is not obliged to transfer to the client any information registered in the Online service by any of its users.

Use of the Service

Only direct employees of the client company can be eligible by the client to the service.

The license to use the service by the users is exclusively reserved to the user. This license is personal and cannot be transferred even on a temporary basis to any other employee of the client company or to any other person outside the company. In other words the user shall not allow any other person to use the service. The client understands that the transfer of the license to any person outside of the approved list of users is a breach of this agreement and that Simdex has the right to suspend the online service to the client if evidence is provided that users of the client have not respected this rule.

The user agrees not to copy, market, re-sell, distribute, retransmit, publish, compile a database, carry on any automated browsing or downloading or otherwise transfer or commercially exploit in any form any Simdex data or other than for the internal purposes of its business.

Except as specifically provided herein, the user may not use the online services retrieved from the online services in any fashion that infringes the copyright or proprietary interests therein. The user may not remove or obscure the copyright notice or other notices contained in the information retrieved from the online services.

The user will treat as confidential and keep secret all information contained in or concerning the Simdex services and the method developed by Simdex to compile and organize the Simdex data. The user will not disclose such information to any third party, except to the extent that it is required to do so by law, or to the extent that the information is public knowledge. This section will remain in full force and effect after termination of this agreement.

The consultation of the "PDF projects" (display of the project information through a PDF document) is limited to 25 projects per day, 50 projects per week and 100 projects per month.

Simdex is not responsible if the client is not able to manage access to the online service. The Online service can be very temporarily interrupted for maintenance or technical reasons and the client shall not be financially compensated in such cases.

3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHT

All right, title, and interest (including all copyrights and other intellectual property rights) in the online services belong to Simdex. The user and/or the client acquire no ownership of copyright or other intellectual property rights or proprietary interest in the online services or copies thereof.

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