

Legal

Terms and Conditions

TERMS AND CONDITIONS

Welcome to DELTAGIS!

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These are the terms and conditions for: http://deltagis.net/index_en.html

By accessing the DELTAGIS website, (hereby "our website" or "DELTAGIS website"), you agree to be bound by these terms and conditions ("Terms") and our Privacy Policy. If you do not accept all of these Terms, then you may not use our website. In these Terms, "we", "us", "our" and "DELTAGIS" refers to DELTAGIS and "you" and "your" refers to you, the user of our website and services. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION, OR SERVICES.

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This agreement sets forth legally binding terms for your use of DELTAGIS. By using DELTAGIS, you agree to be bound by this agreement. If you do not accept the terms of this agreement, you should leave DELTAGIS website and discontinue use of the services immediately. We may modify this agreement from time to time, and such modification shall be effective upon its posting on DELTAGIS. You agree to be bound by any modification to this agreement when you use DELTAGIS after any such modification is posted; it is therefore important that you review these terms regularly.

You represent and warrant that your use of the services does not violate any applicable law or regulation. DELTAGIS may, in its sole discretion, refuse to offer the services to any entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service and the platform is revoked in such jurisdictions.

ELIGIBILITY

You may use the platform and services only if you can form a binding contract with DELTAGIS, and only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this website and services for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our platform and products. It is the responsibility of parents and legal guardians to determine whether any of the content is appropriate for their child.

By using the services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

DELTAGIS

DELTAGIS Provide Institutions, Organizations, Project Management Units and Multisectoral Development Programs with proven and effective solutions for planning, monitoring and evaluation.

Quality and professional standards ·

- Expertise in System Design for Monitoring and Evaluation
- Expertise in Geographic Information Systems
- Quality of Services and Products

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Our Services

We design IT Systems with modern and state-of-the-art-tools.

- IT System for M&E
- GIS
- Collaborative systems
- Databases

For more information about our services, please contact us, through our contact form or our contact information. Our support team will be attentive and available to answer your questions and concerns.

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- iii. Your name, address, telephone number and e-mail address.
- iv. A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
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You will be responsible for any breach of these terms by you, and if you use The Website in breach of these terms you will be liable to and will reimburse DELTAGIS for any loss or damage caused as a result.

DELTAGIS will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

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No responsibility will be accepted by DELTAGIS for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

INDEMNIFICATION You agree to defend and indemnify DELTAGIS from and against any claims,
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causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this Agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the DELTAGIS website, platform and services.

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We may change the website and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the site constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect immediately. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

PERSONAL DATA

Any personal information you post on or otherwise submit in connection with the Services and the use of the platform will be used in accordance with our Privacy Policy. Please refer to our Privacy Policy.

ASSIGNMENT

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DELTAGIS without restriction.

INTEGRATION CLAUSE

This agreement together with the Privacy Policy and any other legal notices published by DELTAGIS shall constitute the entire agreement between you and DELTAGIS concerning and governing your use of the platform and website.

DISPUTES

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the DELTAGIS website, will be settled by binding arbitration between you and DELTAGIS, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and DELTAGIS are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and DELTAGIS otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

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Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

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These Terms are governed by Canadian law. Use of our services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this

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