



TERMS AND CONDITIONS OF WEBSITE USE

By using our website, you agree to the following terms and conditions:

Acceptance of Terms:

By accessing and using our website, you agree to these terms and conditions in their entirety. If you do not agree with these terms, you should not use our website.

Intellectual Property Rights:

All content and intellectual property rights related to our website, including but not limited to trademarks, trade names, logos, designs, graphics, text, code, software, photographs, videos, content, and any other material, are the exclusive property of Escala 24x7 or our partners or content providers, and are protected by applicable intellectual property laws. The use of any third-party intellectual property on this website is done with the consent and authorization of their respective owners. The use of AWS trademarks and logos on this website is done in accordance with the terms and conditions set forth by AWS in their partner program. Unauthorized use of this content and third-party content such as AWS, including reproduction, modification, distribution, transmission, display, or creation of derivative works, as well as copying, modifying, distributing, transmitting, displaying, reproducing, publishing, licensing, creating derivative works, selling, or transferring any content or intellectual property from our website without our prior written consent is strictly prohibited.

Content and Links:

We reserve the right to modify or remove any content from our website at any time without prior notice. We are not responsible for any damage caused by the modification or removal of content. Our website may contain links to other websites that are not owned or controlled by Escala 24x7. We are not responsible for the content or privacy practices of these websites and do not endorse them. We are not responsible for the accuracy, security, or content of these websites. Your use of these websites is at your own risk.

Website Use:

You are allowed to use our website for legitimate purposes and in accordance with these terms and conditions. You are not allowed to use our website in a way that could harm, disable, overload, or impair the functionality of the website or interfere with the use and enjoyment of our website by third parties. You are not allowed to use our website to post, upload, transmit, distribute, store, create, or share any content that is illegal, defamatory, offensive, threatening, harassing, harmful, obscene, pornographic, or that may infringe on the rights of third parties.

License of Use:

We grant you a limited license to access and use our website solely for personal and non-commercial purposes. This license does not include the right to modify, copy, reproduce, distribute, transmit, publicly display, publicly perform, publish, adapt, create derivative works, sell, resell, or otherwise exploit any content from our website without our prior written consent.

***User Responsibility:***

The user ("you", "your", "yourselves") is responsible for ensuring that the information provided through our website is accurate, complete, and up-to-date. You are responsible for any activity conducted on your account and must keep your login information confidential.

Acceptable Use:

Users of this website are obligated to comply with these terms and conditions of use. The user agrees to use the website only for lawful purposes, in accordance with applicable laws and regulations. The use of this website for illegal, fraudulent, malicious activities, or activities that violate the rights of third parties is prohibited. Users commit not to use this website to send, publish, or distribute content that is defamatory, offensive, pornographic, obscene, vulgar, violent, threatening, discriminatory, or violates the privacy or property rights of others. The user agrees not to undertake any actions that could compromise the security of the website or its users, including but not limited to introducing viruses, malware, or any other harmful code. The user agrees not to use the website to send unsolicited emails (spam) or any other unwanted communications. The user commits not to attempt to access restricted areas of the website without prior authorization. The user agrees not to use the website to gather information from other users, including but not limited to email addresses, passwords, or other personal information. The user commits not to use the website for illegal activities or activities harmful to third parties or the website, including but not limited to intellectual property rights infringement, violation of the privacy of other users, or unauthorized use of confidential information.

The user agrees to comply with all terms and conditions of the website concerning its use. The website reserves the right to suspend or terminate the user's access to the website at any time if the user violates these acceptable use policies.

Protection of Personal Data and Privacy:

The collection, use, and protection of personal data are governed by our privacy policy. By using this website, you accept that your personal data will be collected and used in accordance with this policy.

Warranty and Liability:

We do not provide any warranties in relation to our website or its products, and all content is provided "as is" and "as available." We are not responsible for any loss, injury, claim, liability, or damage of any kind related to the accuracy, completeness, timeliness, integrity, security, reliability, suitability, or availability of the content. You are expressly responsible at your own risk for the use you make of the website. In no event shall we be liable for direct and indirect, special, incidental, consequential, or punitive damages, including loss of profits or revenue, loss of business or reputation, or the cost of acquiring substitute goods or services, related to the use or inability to use our website or any information or content found on our website, even if we have been informed of the possibility of such damages. You agree to indemnify and defend us against any claim, demand, legal action, damage, loss, liability, cost, or expense (including reasonable legal fees) related to your use of our website or breach of these terms and conditions.

Modifications to Terms and Conditions:

We reserve the right to modify these terms and conditions at any time without prior notice. It is recommended to periodically review the terms and conditions to stay informed about any changes.



Applicable Law:

These terms and conditions will be governed and interpreted in accordance with the laws of the United States of America (US), and any dispute related to these terms and conditions will be exclusively resolved by the courts of the State of Florida, specifically in the city of Miami.