Ecomedes Inc. Terms Of Use

These Terms of Use describe the terms and conditions that govern your use of the current and future online and mobile websites owned or operated by Ecomedes Inc. ("ecomedes"), including without limitation, https://www.ecomedes.com (the "Site").

1. Content.

All materials contained on the Site: the text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos and artwork (the "Material"), including but not limited to the design and "look and feel" are owned, controlled or licensed by or to Ecomedes, or used with the permission of the respective owner, and are protected by copyright, trademark and various other intellectual property rights. Except as expressly permitted by these Terms of Use, the Material may not be reproduced, distributed, licensed, transmitted, displayed, published or broadcast without the prior written permission of ecomedes. Any other use of the Materials and any use on any other Web site or networked computer environment for any purpose is prohibited. Linking to this Site must comply with all applicable laws, and is subject to ecomedes prior written permission. Any rights not expressly granted herein are reserved.

2. Terms

By accessing the Site, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, then you should not use or access the Site. These Terms of Use constitute the entire agreement between you and ecomedes with regard to your use of the Site and the Material. Any previous agreement, whether oral or written, between you and ecomedes dealing with the subject matter hereof is superseded. If any portion of these Terms of User are found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms.

3. Authorized Use

Ecomedes authorizes you to view and download the materials at this Site for your own personal use. You may include the Material in your internal project documents or communications, provided that you do not modify the Material and retain all copyright and other proprietary notices. You may not use the Material for the benefit of any third party or in any manner that would be detrimental to ecomedes. Except as otherwise set forth herein or subject to our prior written consent, no other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sell, transmit, upload, download, store, display in public, alter, or modify any of the Material. In addition, you may not transfer any Material to another person, "frame" or "in-line link" the Material, "deep link" to any Material within the Site, or "mirror" the Site or Material on any other server. Except as expressly set forth herein, use of the Site does not constitute a grant of any license or other right to use or exploit any of these proprietary rights.
This authorization shall automatically terminate if you violate these Terms of Use and may be terminated by ecomedes at any time. Upon any termination of this authorization, you must destroy any Materials in your possession or control, whether in electronic or printed format.

4. Disclaimer

Although ecomedes has attempted to provide accurate information on the Site, we are not responsible for the reliability, accuracy, timeliness, or completeness of that information and assume no responsibility for any typographical errors or omissions therein. Your use of the Site is at your own risk. The Material on the Site is provided "as is". ecomedes makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Ecomedes does not represent or warrant that the Site or any Material is free from errors, viruses, bugs, or other harmful or malicious elements.

5. Limitations

In no event shall ecomedes or its suppliers be liable for any loss or damages resulting from or arising out of any use, inability to use or unavailability of the Site or any Material (including, without limitation, damages for loss of data or profit, or due to business interruption,) or any direct, indirect, special, consequential, compensatory, or incidental damages (whether based on contract, tort, strict liability, or otherwise), even if ecomedes or an ecomedes authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

6. Third-Party Content

The Site may contain third-party content and links to other websites, and third-party websites may link to the Site (collectively, “Third Party Content”). We do not review or monitor nor are responsible for such Third Party Content. Any mention on the Site of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by ecomedes or create a relationship with ecomedes. Ecomedes disclaims any liability with respect to such Third Party Content, and you agree to and do hereby release ecomedes from any liability related to your use of any Third Party Content. Third Party Content may be subject to different and additional terms and conditions, privacy, and other terms. Any dealings among you and any third parties are solely between you and such third parties.

7. Indemnity
You agree to indemnify and hold Ecomedes, its officers, directors, shareholders, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against ecomedes by any third party due to or arising out of or in connection with your use of the Site.

8. Site Terms of Use Modifications

ecomedes may revise these Terms of Use at any time without notice. It is your responsibility to check these Terms of Use periodically for changes. By using the Site you are agreeing to be bound by the then current version of these Terms of Use.

9. Governing Law

Any claim relating to ecomedes web site shall be governed by laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in San Francisco County, California, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

© Copyright 2018 ecomedes inc. All Rights Reserved.