

Test Site Terms

These terms and conditions are in regards to the testing environment you are accessing (“Test Site”). By accessing the Test Site, you agree to the terms and conditions stated herein. If you are entering this Test Site on behalf of a legal entity, you represent to Confirmit that you have the legal authority to bind such entity as it pertains to your use of the Test Site. In the case of the foregoing, the terms “you” and “your” will also refer to such entity. These terms and conditions become effective as soon as you begin use of the Test Site.

The testing environment and the software you are accessing (jointly, the “Test Site”) is not a production environment. The Test Site is solely intended for learning about the software and for performing non-production and time-limited testing. The Test Site is hosted in Confirmit’s locked data room at Confirmit AS facilities in Norway.

Confirmit updates the Test Site regularly. Test Site performance and uptime may vary. Confirmit will endeavor to inform users in advance via the News Section of the Test Site about planned maintenance and upgrades, but note that there may be circumstances where Confirmit will not be able to provide such information.

No license is being granted to any software herein, and access to the software for any purposes other than for testing is subject to executed agreements separate from these terms. Confirmit holds all intellectual property rights relating to the Test Site and you acknowledge that you have no proprietary interest therein. Except to the extent strictly permitted by applicable law notwithstanding contractual prohibition, you shall not decompile, revise, reverse engineer, modify, or derive source code from the Test Site. If you have an agreement with Confirmit, the Test Site shall not be considered part of the Software, SaaS Service, Service, Licensed Materials, or similar as defined in that or those agreements. Any support or maintenance for the Test Site shall be provided at Confirmit’s sole and exclusive discretion.

You will not store, process, or collect personal identifiable information, personal data, or similar types of data on the Test Site. Confirmit does not run back-ups of the content imported to or created on this Test Site. This Test Site is not subject to any service-level agreement you may have with Confirmit, and your service-level agreement does not apply to this Test Site. This Test Site is not subject to the security and confidentiality controls between you and Confirmit, and such controls are not the same as that of the production site nor are they audited by a third party. Confirmit can accept no liability of whatsoever nature should you choose to use real data on the Test Site. You agree that you will comply with Confirmit’s acceptable use policy located at <https://www.confirmit.com/Legal-Notices/>.

THE TEST SITE IS PROVIDED BY CONFIRMIT “AS IS” AND “AS AVAILABLE” AND TO THE FULLEST EXTENT PERMITTED BY LAW CONFIRMIT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TEST SITE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY, CONDITION, OR OTHER TERM ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY CONFIRMIT OR ITS EMPLOYEES OR REPRESENTATIVES OF CONFIRMIT WILL CREATE ANY WARRANTY, AND THIS WARRANTY

DISCLAIMER SUPERSEDES ANY SUCH INFORMATION. YOU ACKNOWLEDGE AND AGREE YOU HAVE SELECTED THE TEST SITE AND ARE SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM THE TEST SITE AND HAVE NOT AND SHALL NOT RELY UPON ANY REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OR UTILITY OF THE TEST SITE TO MEET YOUR NEEDS OR REQUIREMENTS. CONFIRMIT DOES NOT REPRESENT OR WARRANT THAT THE TEST SITE SHALL BE ERROR-FREE.

TO THE FULLEST EXTENT ALLOWED BY LAW, CONFIRMIT SHALL NOT UNDER ANY CIRCUMSTANCES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES HOWSOEVER CHARACTERIZED, ARISING FROM OR IN ANY MANNER RELATED TO THIS TEST SITE OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, WASTED ADMINISTRATIVE TIME, COST OF PROCURING OR MIGRATING TO SUBSTITUTE SERVICES, OR DAMAGES RESULTING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DESTRUCTION, LOSS OR DELETION OF TRANSIENT DATA, OR DELAYS IN OPERATION OR TRANSMISSION. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CONFIRMIT EXCEED ONE HUNDRED TWENTY-FIVE PERCENT (125%) OF THE TOTAL AMOUNT INVOICED BY CONFIRMIT TO YOU DURING THE PRECEDING TWELVE (12) MONTHS, EXCLUDING SALES TAX.

You will have access to the Test Site for the period determined by Confirmit at its sole discretion. You may terminate your account used to access the Test Site at any time by emailing support@confirmit.com.

Confirmit has the right to adapt and/or discontinue the Test Site from time to time. Confirmit may suspend, discontinue your use of the Test Site, and suspend or terminate your access to the Test Site at any time. Confirmit shall have the right to immediately block your access to the Test Site, revoke the license provided to you in these terms and conditions, and terminate these terms and conditions with immediate effect in the event you: (i) do not comply with these terms and conditions, the instructions provided by Confirmit, or the terms specified in the Test Site; or (ii) have acted in a manner that has or may have negatively reflect on or affect Confirmit. Upon termination of these terms and conditions: (x) all your rights and the licenses granted to you under these terms and conditions will immediately cease; (y) you will immediately return or destroy all documentation regarding the Test Site in your possession; and (z) all access to the Test Site will be revoked. All terms which by their nature are intended to survive the termination of the Agreement, shall continue to apply.

You are responsible for all activities that are performed under your account as well as for the use of the content used by you. You are also responsible for taking the appropriate measures to secure, protect, and back up your account and content.

Your use of the Test Site is subject to your use of appropriate hardware and software, and you will need to comply with the requirements (the "System Requirements") applicable at any time, available at <http://www.confirmit.com/legal>. The System Requirements are subject to change.

You undertake in respect of all information and documentation of Confirmit that is shared with you or of which you become aware of ("Confidential Information") in accordance with confidentiality terms or non-disclosure agreements entered into separately between you or the legal entity you represent and Confirmit.

Confirmit, and the parties from which Confirmit derives its rights, hold title to all intellectual property rights on the Test Site as well as all documents, software, methods, formulae, techniques, processes, databases, products and more in general materials provided to the you. Except as explicitly stated herein, Confirmit does not grant you any right, title, or interest in these materials. You represent and warrant that you have the necessary rights to your content used on the Test Site and that your content will not violate any third party rights.

You agree to defend, indemnify and hold Confirmit, its affiliates, employees, officers, third party licensors, providers, and contractors harmless from and against all losses, liabilities, damages, and costs (including reasonable attorney's fees) arising out of or related to any third-party claim concerning (i) the misuse of the Test Site by you, (ii) a breach of these terms and conditions by you, (iii) a violation of any applicable law by you or your content, or (iv) the infringement of third party intellectual property rights by you or your content.

Confirmit may modify, add, or delete any part of these terms and conditions from time to time at its sole discretion. You may terminate your use of the Test Site by emailing support@confirmit.com if you disagree to the updated terms.

These terms and conditions shall be construed in accordance with the laws of New York. For the resolution of any disputes arising from or related to these terms and conditions, you submit to the exclusive jurisdiction of the State and Federal courts sitting in New York. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THESE TERMS AND CONDITIONS OR THE SUBJECT MATTER HEREOF.

These terms and conditions contains the whole agreement between you and Confirmit relating to the Test Site and supersedes all previous agreements between the Parties relating to the Test Site.

The failure of Confirmit to enforce at any time any of the provisions of these terms and conditions shall in no way be construed to be a waiver of any such provision.

If any portion of these terms and conditions is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

You may not assign any rights or delegate any obligations under these terms and conditions without the prior written consent of Confirmit.