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3. TECHNICAL SUPPORT

SIDESPEAK may not provide direct technical support, maintenance or any other services for any SIDESPEAK Software.

4. UPDATES

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7. PRIVACY POLICY

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8.1 SIDESPEAK Software, any information relating to testing progress and results, the Feedback, any product-related information and any other proprietary technology or know-how provided to you in whatever form by SIDESPEAK in connection with testing and evaluation of SIDESPEAK Software is confidential (“Confidential Information”).

8.2 You will keep, and ensure that any and all persons, firms, companies or organizations associated with you keep, all Confidential Information confidential and not disclose it to any person, unless permitted under this clause. This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or comes into public domain, except through breach of the confidentiality obligation under this clause; (b) comes lawfully into your possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (c) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that you will promptly notify SIDESPEAK in writing, or (d) is disclosed by you with SIDESPEAK prior written consent.

8.3 UNDER NO CIRCUMSTANCES MAY ANY INFORMATION ABOUT THE TESTING PROGRESS AND/OR RESULTS BE PROVIDED TO PERSONS THAT ARE NOT INVOLVED IN THE TESTING PROCESS. ANY PUBLICATION OF VERSIONS TESTING RESULTS, REVIEWS OR EVALUATIONS IS ONLY PERMITTED WITH THE PRIOR WRITTEN CONSENT OF SIDESPEAK.



9. LANGUAGE

The governing language of these User Conditions is English. Although SIDESPEAK may provide one or more translations for your convenience, the English version shall prevail in the event of any conflict or discrepancy between the English and any other language version of these User Conditions.

10. GOVERNING LAW

These User Conditions will be governed by the laws of the State of New York.

11. DISPUTE RESOLUTION

All disputes arising out of or in connection with these User Conditions shall be finally decided by state or federal courts sitting in the State of New York.

12. ENTIRE AGREEMENT

These User Conditions (together with the documents to which they refer) contain the whole agreement between you and SIDESPEAK relating to the use of The SIDESPEAK Software and supersede all previous agreements between you and SIDESPEAK relating to it. You acknowledge that in agreeing to these User Conditions you have not relied on any representation, warranty or other assurance.