

Terms & Conditions

SOFTWARE FOLKS, INC.

Terms & Conditions of Use

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2. Acceptance of Terms and Conditions of Use. Your use of the Web Site indicates your acceptance of these Terms and Conditions. If you do not accept these Terms and Conditions, you may not use the Web Site. From time to time these Terms and Conditions may be revised by updating this document and posting it on the Web Site. It is your obligation to review these Terms and Conditions from time to time. Your continued use of the Web Site will constitute your agreement to the most current version of these Terms and Conditions. If at any time you do not agree to these Terms and Conditions, you must cease your use of this Web Site.

3. Termination of Access. The use of this Web Site and its services is a privilege. SFI reserves the right to suspend your use of this Web Site for any reason at any time, in its sole discretion.

4. Definitions. For the purposes of this Agreement, the following definitions apply:

"Content" includes all Text, Graphics, Design and Programming used on the Web Site.

"Design" includes the color combinations and the page layout of the Web Site.

"Document" means all articles, papers and any other written documents that are made available to Users via the Web Site.

"Graphics" includes all logos, buttons, and other graphical elements on the Web Site, with the exception of paid advertising banners.

"Invoices" refers to itemized bills for goods or services which are uploaded to the Web Site for access by designated Users.

"Programming" includes both client-side code (including but not limited to HTML, JavaScript, etc.) and server-side code (including but not limited to Active Server Pages, VBScript, databases, etc.) used on the Web Site.

"Text" includes all text on every page of the Web Site, whether editorial, navigational, or instructional.

"User" refers to any individual who uses any aspect of the Web Site or its services.

"You" refers to the person accessing the Web Site and agreeing to these Terms and Conditions.

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- c. Invoices.** If you are so permitted, you may upload Invoices onto the Web Site to be accessed by other Users who are authorized to access said Invoices. SFI assumes no responsibility for inaccuracies in the Invoices, the unavailability of any Invoices at any given time, or unauthorized access of the Invoices. Any User who downloads Invoices must be the intended recipient of the Invoice and have the requisite authority to do so. By downloading an Invoice, you are representing that you have the authority to access said Invoice.

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a. Communications with Users on behalf of or for the benefit of a competitor of SFI is expressly prohibited;

b. Communications with third parties for the purposes of enabling said third parties to directly or indirectly develop any product or services based upon the Web Site, or to otherwise violate these Terms and Conditions;

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b. **DISCLAIMER OF WARRANTIES.** THE WEB SITE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. SFI DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

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8. General. These Terms and conditions are governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms and Conditions shall lie exclusively with the state and federal courts within the State of New Jersey. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. The failure of SFI to enforce any term or condition of these Terms and Conditions shall not be deemed a waiver thereof and shall not prevent its later enforcement.



About Software Folks Inc:

Software Folks offers the complete spectrum of Strategic Staffing, IT Consulting and Business Process Outsourcing (BPO) services to its clients.

The company has a cost effective, scalable and innovative business model, which provides flexibility for 24 x 7 Operations.

Our Center of Excellence for Web Development delivers high quality, cost effective, world class solutions for startups, non-profits and enterprise organizations. We use open source frameworks for building agile, scalable and robust database backed web applications. We focus on an innovative and flexible engagement model with our clients using strong processes, best practices and Six Sigma methodology.

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