

Important Information

You should carefully read the following Terms and Conditions. Your purchase or use of our products implies that you have read and accepted these Terms and Conditions.

Terms and Conditions

This page was last updated on 3 June, 2010 and may change from time to time, as stated in the terms below.

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The User agrees not to attempt to damage, deny service to, modify or otherwise interfere with DIY-Metrics.com's web site in any manner. If the User in any way interferes with DIY-Metrics.com's web site, the User agrees to pay all damages incurred by DIY-Metrics.com, including any consequential damages, and agrees that the measure of hard to determine damages will be the highest estimate of damages as provided by DIY-Metrics.com. User's interference with DIY-Metrics.com's web site relieves DIY-Metrics.com of any of its contractual or other legal obligations to User, including DIY-Metrics.com's obligations under its Privacy Policy. DIY-Metrics.com will cooperate with the authorities in prosecuting any User who interferes with DIY-Metrics.com's web site, attempts to defraud DIY-Metrics.com, or attempts to defraud credit card companies or any other parties through User's use of DIY-Metrics.com's web site or services.

The User agrees to not use the Service to:

- Post, email, upload, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Harm minors in any way;
- Impersonate any person or entity, including, but not limited to, a DIY-Metrics.com representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- Post, email, upload, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Post, email, upload, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- Post, email, upload, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "junk mail," "pyramid schemes," or any other form of solicitation;
- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Intentionally or unintentionally violate any applicable local, state, national or international law.

Violation of any of the items in this Section relieves DIY-Metrics.com of any of its contractual or other legal obligations to User, including DIY-Metrics.com's obligations under its Privacy Policy.

DIY-Metrics.com reserves the right to refuse any or all service to any User for any reason, at any time, at DIY-Metrics.com's sole discretion. User agrees that DIY-Metrics.com may block its IP address or addresses at any time, and at DIY-Metrics.com's sole discretion, thereby disallowing User's continued use of DIY-Metrics.com's web site.

Spam Agreement

All emails sent to respondents of surveys must contain an "unsubscribe" link allowing respondents to remove themselves from your email list. You agree not to hide, remove, disable or otherwise attempt a denial of this feature to respondents.

You agree to process unsubscribe requests within 14 days of submission. You agree to ensure that your use of the Service does not generate a number of spam complaints that exceed industry standards.

Subscriber accounts will be terminated for sending unsolicited email messages. All recipients sent to must have opted in to receiving communications from you, the sender.

You can only use DIY-Metrics to send emails to lists of people that gave you permission to email them. If you don't have proof that each recipient on your list opted in for your emails, don't upload their details to DIY-Metrics.

We prohibit the use of third-party, purchased, rented, or harvested mailing lists. DIY-Metrics will terminate accounts that violate this rule.

You may not mail to newsgroups, message boards, distribution lists, or unsolicited email addresses.

You agree that you shall not utilize the Service to send any commercial electronic mail messages to any recipient who has opted out, unsubscribed, or otherwise objected to receiving such messages from you.

User Accounts

Upon registration, you will receive a username and password. You are responsible for maintaining the security and confidentiality of the username and password, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify DIY-Metrics.com of any unauthorized use of your password or account or any other breach of security. DIY-Metrics.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Billing terms

You agree to pay all applicable charges under this agreement, including any applicable taxes or charges imposed by any government entity, and that DIY-Metrics.com may change its minimum pricing at any time. The User must supply DIY-Metrics.com with correct credit card / billing information, and any changes in credit card validity or expiration date must be updated. DIY-Metrics.com will automatically renew and charge User's account every month, quarter, or year for subscriptions. The renewal charge will be equal to the original subscription price, unless DIY-Metrics.com notifies the User otherwise in advance. If the credit card cannot be processed for any reason, DIY-Metrics.com reserves the right to cancel the service.

Privacy Policy

You can find our Privacy Policy here. <http://www.diy-metrics.com/policies.pdf>

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General

These Terms and Conditions constitute the entire agreement and understanding between you and ourselves with respect to use of the Website, superseding all prior or contemporaneous communications and/or proposals. Enterprise Dynamics reserves the right to make changes to these Terms and Conditions immediately by posting the changed Terms and Conditions in this location. By continuing to use the Website, you are agreeing to all changes made by us.

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place. These Terms of Use constitute the entire agreement and understanding between you and DIY-Metrics.com with respect to use of the website, superseding all prior or contemporaneous communications. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

How to Contact Us

Enterprise Dynamics chooses as its domicilium citandi et executandi (ie its address) for all purposes under these Terms and Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address: 16 Troupant Street, Stellenbosch, 7500, South Africa.

