

TERMS OF USE OF OSS NOKALVA'S Schema Key Generator SITE

IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHOULD NOT ACCESS OR USE THIS SITE OR ANY CONTENT OR PROGRAMS MADE AVAILABLE ON THIS SITE. YOU AGREE THAT BY ACCESSING OR USING THIS SITE OR ANY CONTENT OR PROGRAMS MADE AVAILABLE ON THIS SITE, YOU ARE AGREEING TO THESE TERMS OF USE.

1. USE OF SITE

1. You are granted a limited, non-transferable, non-exclusive, revocable and non-sublicensable right to use this Site and the content, software, information and programs provided on this Site (collectively and individually, such content, software, information and programs, the "Content").
2. **YOU ACKNOWLEDGE AND AGREE THAT NO SECURITY IS PROVIDED WITH RESPECT TO ANY DATA, CONTENT, OR INFORMATION THAT YOU UPLOAD TO THE SITE OR OTHERWISE USE IN CONNECTION WITH YOUR USE OF THE SITE AND THE CONTENT. YOU ACKNOWLEDGE AND AGREE THAT OSS HAS NO OBLIGATION TO MAINTAIN THE CONFIDENTIALITY OR SECURITY OF ANY DATA OR INFORMATION THAT YOU UPLOAD TO THE SITE OR USE IN CONNECTION WITH YOUR USE OF THE SITE. YOU ACKNOWLEDGE AND AGREE THAT OSS HAS NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO YOUR USE OF THE SITE OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, NO LIABILITY FOR ANY DATA BREACH.**
3. OSS may revise and update these Terms of Use at any time. Your continued usage of the Site after any changes to these Terms of Use will mean You accept those changes. Any aspect of the Site may be changed, supplemented, deleted or updated without notice at the sole discretion of OSS.
4. You agree that OSS, in its sole discretion and without any liability, may terminate or suspend Your use of the Site, and the Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, You must immediately (a) discontinue use of the Site, and (b) destroy any copies You have made of any portion of the Content. Accessing the Site, and the Content after such termination, suspension or discontinuation shall constitute a breach of these Terms of Use and an act of trespass.
5. You agree that:
 - a. You shall not disguise the origin of information transmitted through the Site.
 - b. You will not place false or misleading information on the Site.
 - c. You will not use or access any service, information, application or software available via the Site in a manner not expressly permitted by OSS.
 - d. You will not input or upload to the Site any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Site or the Content or that infringes the intellectual property rights of another.
 - e. You may not use or access the Site or the Content in any way that, in OSS's judgment, adversely affects the performance or function of the Site or the Content or interferes with the ability of authorized parties to access the Site or the Content.

2. OWNERSHIP

1. You acknowledge that all right, title, and interest in and to the Site and the Content and all intellectual property rights with respect thereto are and at all times shall remain the sole property of and proprietary to OSS. You are granted only a temporary, limited right of use of the Site and the Content, which right of use is not coupled with an interest and is revocable at any time by OSS.
2. The license in Section 1.1 grants You a limited, personal, nontransferable, nonsublicensable, revocable license to access and use the Site and Content only in the manner presented by OSS and in the manner expressly permitted by OSS. Except for this limited license, OSS does not convey any interest in or to the Site or the Content or any other OSS property by permitting You to access the Site. Except to the extent required by applicable law, none of the Content may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of OSS. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way, unless expressly permitted to do so by OSS.
3. While OSS is not distributing any source or binary code to You hereunder, we may use code on and/or in delivery of the Site available under open-source licenses that constitute separate agreements. Use of such code by OSS or You is subject to the applicable open-source licenses. Such open-source licenses are available at: www.newtonsoft.com/json (MIT License) and www.haskell.org (BSD-3 Clause License).
4. Except as otherwise expressly authorized by these Terms of Use, You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the intellectual property of the Site in any way without OSS's or the appropriate third party's prior written permission. Except as expressly provided herein, OSS does not grant to You any express or implied rights to OSS's or any third party's intellectual property.

3. DISCLAIMERS AND LIMITATION OF LIABILITY.

1. Disclaimer. THE SITE AND THE CONTENT ARE PROVIDED AS IS. THE SITE AND THE CONTENT AND ANY RESULTS OBTAINED FROM USING THE SITE OR THE CONTENT ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY. OSS EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SITE AND THE CONTENT AND ANY RESULTS THAT ARE OBTAINED USING THE SITE OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.
2. EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, IN NO EVENT WILL OSS (ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES) BE LIABLE HEREUNDER OR OTHERWISE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE SITE AND THE CONTENT AND THE RESULTS THAT ARE OBTAINED USING THE SITE OR THE CONTENT FOR ANY CLAIMS OF PERSONAL INJURY OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR

DAMAGES BASED ON RELIANCE, COVER, COSTS OF SUBSTITUTE GOODS, BUSINESS INTERRUPTION, TORT, LOSS OF PROFITS OR LOSS OF DATA, BUSINESS REPUTATION OR GOODWILL. OSS AND ITS AFFILIATES HAVE NO LIABILITY WITH RESPECT TO ANY CLAIM OR DEMAND BY ANY THIRD PARTY OR AGAINST USER BY ANY THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATING TO THE SITE OR ANY OF THE CONTENT OR RESULTS OBTAINED FROM USING THE SITE OR THE CONTENT, OSS'S AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL NOT BE IN EXCESS OF ONE DOLLAR.

4. GENERAL

1. Law and Venue. These Terms of Use and all claims arising out of or relating to these Terms of Use, the Site, the Content and any results from use of the Site or the Content, including, without limitation, tort claims, will be governed by the laws of the State of New Jersey, excluding its choice of laws, rules, except that with respect to any claim with respect to copyright and patent rights United States federal laws shall apply. You agree that the United Nations Convention for the International Sale of Goods shall not apply to or govern these Terms of Use. With respect to all disputes and claims arising out of relating to these Terms of Use, the Site, the Content or the results from use of the Site or the Content, You agree to submit to the exclusive jurisdiction of the New Jersey federal and state courts and waive any claim of or any rights with respect to immunity or inconvenient form. YOU AGREE, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE SITE, THE CONTENT AND ANY RESULTS FROM USE OF THE SITE OR THE CONTENT.
2. If any of the provisions of these Terms of Use are invalid or unenforceable, the invalidity or unenforceability will not invalidate or render unenforceable this entire Terms of Use, which will instead be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly.
3. You agree to use the Site in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of OSS, negatively reflect on the goodwill or reputation of OSS and shall take no actions which would cause OSS to be in violation of any laws, rulings or regulations applicable to OSS.
4. OSS and the Site are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download the Content, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content. You hereby certify that: (i) You are not a Restricted Party (as hereinafter defined), (ii) You will only export or re-export the Content in compliance with the laws of the United States, including without limitation all Export Administration Regulations ("EAR") of the United States Department of Commerce; and (iii) You bear sole responsibility for any violation of such laws and regulations. In addition, You certify

You will not provide or license any of the Content to entities or persons or for uses prohibited by United States export laws or regulations. You also certify that no one who is a Restricted Party has or will receive any personal gain or benefit as a result of this Terms of Use. "Restricted Party" means (i) any entity or individual in the List of Specially Designated Nationals or Consolidated Sanctions List administered by the US Office of Foreign Assets Control, (ii) any entity or individual located in or part of any government of any country covered by a United States general trade embargo, (iii) any entity owned 50% or more either individually or in the aggregate by any of the foregoing individuals or entities and (iv) any entity or individual in the Denied Persons List, Entity List or Unverified List administered by the Bureau of Industry and Security, or in a successor to any of these lists or any similar additional lists. If You become a Restricted Person, You will (i) immediately inform OSS of such status and (ii) this Terms of Use and the right to use granted hereunder shall immediately terminate and OSS shall not be obligated to return any paid fees.

5. You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or of any other term or condition.
6. You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use be evidenced by a written document.
7. Except as expressly provided in a separate license or other written agreement between You and OSS, these Terms of Use constitute the entire agreement between You and OSS with respect to the use of the Site and the Content contained therein, and supersede all discussions, communications, conversations and agreements concerning the subject matter thereof.