



Samuel A. Charles Street No. 9  
The Bottom | Saba | Dutch Caribbean | PO Box 43  
Tel: (+599) 416-3266 | Fax: (599) 416-3535 | Email: [billing@sabaelecnv.com](mailto:billing@sabaelecnv.com)

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# Website Terms of Use

Version 1.0

The <http://powerupsaba.com> website located at <http://powerupsaba.com> is a copyrighted work belonging to Saba Electric Company. Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use described the legally binding terms and conditions that oversee your use of the Site. BY LOGGING INTO THE SITE, YOU ARE BEING COMPLIANT THAT THESE TERMS and you represent that you have the authority and capacity to enter into these Terms. YOU SHOULD BE AT LEAST 18 YEARS OF AGE TO ACCESS THE SITE. IF YOU DISAGREE WITH ALL OF THE PROVISION OF THESE TERMS, DO NOT LOG INTO AND/OR USE THE SITE.

## Access to the Site

**Subject to these Terms.** Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal, noncommercial use.

**Certain Restrictions.** The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Company reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.



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**No Support or Maintenance.** You agree that Company will have no obligation to provide you with any support in connection with the Site.

Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Note that these Terms and access to the Site do not give you any rights, title or interest in or to any intellectual property rights. Company and its suppliers reserve all rights not granted in these Terms.

## Third-Party Links & Ads; Other Users

**Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

**Other Users.** Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site.

**Cookies and Web Beacons.** Like any other website, <http://powerupsaba.com> uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.



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## Disclaimers

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Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## Limitation on Liability

To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of fifty U.S. dollars (u.s. \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**Term and Termination.** Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You



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understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms.

## Copyright Policy.

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeated infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification must be provided to our designated Copyright Agent:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

## General



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These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

**Governing Law.** These Terms and any obligations connected with it are governed by the laws of Bonaire, Sint Eustatius and Saba.

**Jurisdiction.** The courts of Bonaire, Sint Eustatius and Saba have exclusive jurisdiction to settle any dispute arising out of, or in connection with these Terms.

**Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.



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## Contact Information

Address: Samuel A. Charles Street number 9, The Bottom, Saba

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