**ISCA Quality Management Toolkit (TOOLKIT)**

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	1. You agree that ISCA has the right in its sole discretion and without notice to restrict, suspend, or terminate your access to and use of all or any part of the Toolkit, without assigning any reason.
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6. **Indemnity**
	1. To the extent permitted by the Unfair Contract Terms Act 1977, you agree to indemnify and hold ISCA, and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:
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		2. your breach of any terms and conditions of these Terms of Use; and
		3. your violation of any rights of another person or entity.
7. **Severability**
	1. If any provision of these Terms of Use is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Terms of Use shall continue in force save that such provision shall be deemed to be deleted.
8. **Relationship of Parties**
	1. Nothing in these Terms of Use shall constitute or be deemed to constitute an agency, partnership or joint venture between ISCA and you and neither party shall have any authority to bind the other in any way.
9. **Waiver**
	1. A failure by ISCA to exercise or enforce any rights conferred upon it by these Terms of Use shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
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	1. A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.
11. **Force Majeure**
	1. No party shall not be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates.
	2. For purposes of this Agreement, a “**Force Majeure Event**” is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party’s country or in the territory, and which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.
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