

Kids App Terms & Conditions (Android)

Your use of the Kids App

Please read carefully these terms and conditions (the “**Terms**”) before downloading the App.

These Terms apply when you, an eligible Sky TV digital Subscriber, access the Kids Application (the “**App**”) to stream Content and use other services within the App as further described in the App (the “**Service(s)**”). References to the “**Sky TV digital Subscriber**” shall mean an individual aged 18 or over with an eligible and active Sky digital Subscription to the Variety or the Family package that includes the television channels that correspond to the channels within the App (subject to the provisions of the Sky TV digital Subscription Contract), and references to the “**Service Website**” shall mean the App page describing the App within the relevant application store.

By using the App and the Services you represent that you are a resident in the United Kingdom, Channel Islands, the Isle of Man or Republic of Ireland and that you are the parent or legal guardian of a minor and you are accepting these Terms on their behalf.

You can use the Services in the United Kingdom, Channel Islands, the Isle of Man or Republic of Ireland and in addition, within the European Union where you are eligible for EU Portability-see www.sky.com/streamintheEU for more information (together the “**Territory**”)

By downloading the App and accessing or using the Services you agree to be bound by these Terms including any changes we make to them or to the Services in accordance with these Terms. If you do not wish to be bound by these Terms, you should (1) not download the App (2) delete the App from your device; and/or (3) not access or use Services.

This App is provided by Sky UK Ltd (“**Sky**”), a limited liability company incorporated in England and Wales under number 02906991 and with its registered office address at Grant Way, Isleworth, Middlesex TW7 5QD. References to “**we**” or “**us**” in these Terms will be read as references to Sky.

Please refer to the Sky Privacy and Cookies Notice (available at sky.com/privacy) for information about the use of your personal information by the Sky group of companies. You can request a paper copy of the notice by calling us.

How to get in touch with Sky

- Online, you can chat to one of our online advisors or email us by visiting ‘Contact us’ in MySky.
- You can call New Media Support on 03442 411 599 in the UK or 0818 719 819 in the Republic of Ireland, or email apps@sky.uk. Our advisors are here to take these calls every day. Calls to and from Sky may be recorded or monitored for training and other purposes.

Calls are free for Sky Talk customers. If you’re not with Sky Talk, calls to 03 numbers cost no more than a national rate call to 01 and 02 numbers and must count towards any inclusive minutes in your calls package. Charges may apply to calls made outside inclusive allowance, check your provider’s tariff guide.

- You can write to us at:
- UK – Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD.

- ROI – Sky Ireland, 1 Burlington Plaza, Burlington Road, Dublin 4.
- We are committed to providing you with the best possible products and services, but we understand that sometimes things do go wrong. If you have a complaint, please get in touch with us straight away using the details above (please mark any letter you send us for the attention of 'Customer Complaints').
- If you'd like to find out more about how we deal with your complaints, read our 'Complaints Code of Practice' which you will find by visiting the 'Complaints' page on sky.com or by going to help.sky.com/my-account/make-a-complaint/sky-customer-complaints-code-of-practice, or you can use alternative dispute resolution services provided by Communications & Internet Services Adjudication Scheme (CISAS), whose website is <https://www.cedr.com/cisas/> or you can refer your dispute to the European Commission online dispute resolution platform at ec.europa.eu/odr.
- If you are accessing this App via an application store, the terms and conditions which govern your use of that store shall apply. To the extent that the provisions of these Terms and the provisions of the terms and conditions of the application store conflict, the provisions of the application store shall prevail.

1. Your use of the App/Service

1.1 In order to use the App, you will need to download and install the App on your compatible device via the relevant application store.

1.2 You agree to use the Service for your household's own private enjoyment in the Territory and not for any commercial business purpose.

1.3 You agree to follow our reasonable instructions concerning your use of the App or Service.

2. Connectivity Requirements

2.1 The Service is only available on supported devices. We continually review device support and as new devices and operating systems develop we may stop supporting some older versions. This means that to continue to use the App or Service you may need to update the software on your device from time to time.

2.2 If you change your handset or the software running on your handset, your new/updated handset may not be compatible with the Service and you may be unable to download the App or continue using the Service or parts of it.

2.3 You must ensure that your supported device meets (and continues to meet) the hardware, systems and software requirements for the App/Service as described:

2.3.1 at the time you download the App or any updates to the App; and/or

2.3.2 on the Service Website (which you should check regularly for updates).

2.4 The Service is provided to you via your mobile network and/or wireless internet connection (as applicable). If the Service is suspended, interrupted or not available to you due to mobile network and/or wireless internet connection interruptions, we will not be responsible (unless you have separate rights against us for the provision of a mobile network and/or wireless internet connections).

2.5 You will be responsible for ensuring that you have paid any and all costs payable to third parties necessary to use the Service or any part of it.

2.6 Some or all of the content or functions available on the Service, including on demand video and live streams, will only be accessible if you have the corresponding TV subscription with your TV service provider (as further described on the Service Website or within the App). If you do not subscribe to the necessary TV package with your TV provider, you will not be able to access the corresponding content via the App.

3. Information collected via the App/Service and/or stored on your device

3.1 The information you provide your App store provider upon registering for the Service will be collated and used by your App store provider in accordance with its privacy policy. We do not collect or use any personal information supplied by you to your App store provider in relation to your download and installation of the App.

3.2 When you visit a third party website via a link or banner ad from within the App, information will be automatically collected by us through the App to track the number of visitors to the relevant website. By using the App/Service you agree that we may supply these statistics to our third party advertising business partners.

3.3 Parental control settings used within the App provide a safeguarding service which we offer to you to customise access to the Content according to the TV channel group selected by you and which allows you to control which Content can be accessed via devices ("**Parental Controls**"). You can access Parental Controls using your Sky iD. You are responsible for maintaining confidentiality of your Sky iD, for all activities that occur within your account and you agree to notify us immediately of any suspected unauthorised use of your account.

4. Intellectual Property

4.1 All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the App or Service shall remain at all times vested in us or our licensors. You are permitted to use this material or content only within the App and as expressly authorised by us or our licensors.

4.2 If you become aware of any unauthorised distribution or commercial exploitation of the App or Service, you agree to notify us immediately.

4.3 You must not do (or allow to be done) any of the following:

- 4.3.1 copy (except for limited permissions to copy under the Copyright Designs and Patents Act 1988, as amended from time to time (the “**Act**”)), redistribute or relay the whole or any part of the Service or otherwise deal with the Service in a way which is not permitted under the Act;
- 4.3.2 sell or make any charge for watching or using any part of the App or Service;
- 4.3.3 show or re-transmit any part of the App or Service to the public, even if no charge is made;
- 4.3.4 use the App or Service for any improper or unlawful purpose;
- 4.3.5 tamper with or modify the signal of any Service made available via the App;
- 4.3.6 access the Service or stream any content available via the Service from any device which is located outside the Territory;
- 4.3.7 alter, cover, modify or remove any graphics, logos or other on screen text or images appearing on any stream, download or other transmission of the Service.

4.4 Sky employs technologies such as digital rights management and copy protection to control the play back and copying of digital content available via the App or the Service. We may disable or alter remotely certain functions of the App so as to prevent you from copying content and we may prevent you receiving the Service if your device allows copying of any content which we are bound by contract to prevent.

4.5 We reserve the right to block your access to the Service and/or streaming of the content outside the Territory.

5. Third Party Websites

5.1 You acknowledge and agree that we are not responsible for the availability of any third party websites or material you access through the Service.

5.2 We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such websites or material.

5.3 Any dealings between you and any third party advertisers or merchants found on or via the Service, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between you and the relevant advertiser or merchant. Therefore, we are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings.

6. Limitation of liability

6.1 Nothing in these Terms limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.

6.2 Other than as described in condition 6.1, we shall not be liable for any financial loss, loss of information, damage to (or corruption of) data or any indirect loss or damage of any kind, whether caused by tort (including negligence), breach of contract or otherwise for:

- 6.2.1 any use of the App or Service that we do not authorise;

6.2.2 suspension, restriction or termination to your use of the App or Service in accordance with condition 7 or any failure, interruption or delays to your use of the App or Service caused by events outside our reasonable control;

6.2.3 any errors, viruses or bugs present in or arising from your use of the App or Service that are not directly caused by or attributable to the App or Service;

6.2.4 your negligence or your failure to follow our reasonable instructions or these Terms;

6.2.5 any circumstances where:

(a) there is no breach of a contractual obligation or legal duty of care owed to you by us or our employees or agents;

(b) such loss or damage was not contemplated by both you and us at the time you agreed to these Terms.;

(c) such loss or damage results from any breach by you of these Terms;

6.2.6 any incompatibility of the App or Service with any hardware and/or software on your device;

6.2.7 any damage to separate devices or digital content that belong to you where such damage would not have been caused if you had followed our reasonable instructions.

6.2.8 any other matter that is outside our reasonable control, including without limitation, any act or default of any third party supplier, device manufacturer or provider of a device operating system; or

6.2.9 any content provided by or originating from third parties as part of the App or Service or for any product or service advertised, promoted, offered or sold by third party service providers via the App or Service. While we will make reasonable efforts to ensure that the information contained in or on the App or Service provided by us is accurate, we do not accept any liability and make no representations or warranties in relation to the accuracy or completeness of such information.

6.3 We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you for supplying digital content via the App or Service that is not of satisfactory quality or fit for purpose, supplying digital content, the App or Service that does not match the description, or performing any service without reasonable care and skill. This condition 6.3 shall not affect any such liability that we have to you. If you require any advice on your legal right, you can refer to [adviceguide.org.uk](https://www.adviceguide.org.uk) or [consumerconnect.ie](https://www.consumerconnect.ie).

7. Suspension / Termination

7.1 The Service is variable and therefore may change from time to time or end without notice. We make no commitment to continue supporting the Service on an ongoing basis as we cannot foresee what may change in the future.

7.2 We may immediately suspend or restrict your use of all or part of the App or Service where reasonably necessary to update the App or Service or for technical or operational reasons.

7.3 We reserve the right to suspend, restrict or cancel your use of the App or Service immediately, if:

7.3.1 you are in breach of these Terms, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches (e.g. commercial use of the App/Service or IP infringement) we will exercise this right immediately;

7.3.2 we reasonably consider that you have committed, may be committing any fraudulent activity against us or against any other person or organisation through your use of the App or Service or we reasonably believe that your device or Service has been used in a way which is not allowed under these Terms (although for minor breaches we will first give you an opportunity to put things right which you will need to do within 7 days);

7.3.3 if you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending your use of the App or Service.

7.4 Upon suspension/termination, we may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the App or Service by you or any one you have allowed to use the App or Service.

8. Revisions and Notices

8.1 If we amend these Terms, we and/or your TV provider will notify you. Your first use of the App or Service after you have been notified of the new terms will constitute acceptance of such changes.

8.2 If we give you any notice that is required under these Terms, we shall give it to you by electronic means (including via the Service Website, via an App update page within the relevant application store, via a notification within the App, via a "push" notification to your device where this is enabled, or via email if you are a Sky customer and you have provided us with your email address).

9. General

9.1 We can transfer our rights and delegate our obligations under these Terms to any company, firm or person. We can only do this if it does not affect your rights under these Terms in a negative way.

9.2 If any court or regulator decides that any provision of these Terms is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these Terms and the remainder of these Terms shall continue to have full force and effect.

9.3 These Terms are personal to you. You may not transfer your rights or delegate your obligations under these Terms to anyone else and no third party is entitled to benefit under these Terms.

9.4 If we don't exercise a right we have under these Terms, it does not mean that we have waived this right.

9.5 These Terms are governed by English law, unless you live in Scotland, Northern Ireland or the Republic of Ireland in which case it will be governed by Scots law, Northern Ireland law or ROI law (as applicable). Any disputes under these Terms shall be dealt with by the courts of the country whose law governs your Terms, unless you live in Northern Ireland, Scotland or the Republic of Ireland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

10. Licences/Acknowledgments

This application makes use of the following third party libraries:

Square Picasso

Copyright 2013 Square, Inc.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Google Volley

Copyright (C) 2012 The Android Open Source Project

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Butterknife

Copyright 2013 Jake Wharton

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either

express or implied. See the License for the specific language governing permissions and limitations under the License.

RxAndroid

Copyright 2015 The RxAndroid authors

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

RxBinding

Copyright (C) 2015 Jake Wharton

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

timber

Copyright 2013 Jake Wharton

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

stateless4j

<http://www.apache.org/licenses/LICENSE-2.0>

Facebook rebound

BSD License

For Rebound software

Copyright (c) 2013, Facebook, Inc. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

rxjava

Copyright 2013 Netflix, Inc.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

joda-time

<https://github.com/gpc/joda-time/blob/master/LICENSE.txt>

retrofit

Copyright 2013 Square, Inc.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

okhttp

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

Gson

Copyright 2008 Google Inc.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

HockeySDK

Licenses

The Hockey SDK is provided under the following license:

The MIT License
Copyright (c) 2012-2015 HockeyApp, Bit Stadium GmbH.
All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as noted below, PLCrashReporter is provided under the following license:

Copyright (c) 2008 - 2015 Plausible Labs Cooperative, Inc.
Copyright (c) 2012 - 2015 HockeyApp, Bit Stadium GmbH.

All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The protobuf-c library, as well as the PLCrashLogWriterEncoding.c file are licensed as follows:

Copyright 2008, Dave Benson.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0> Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

TTAttributedLabel is licensed as follows:

Copyright (c) 2011 Mattt Thompson (<http://mattt.me/>)

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

SFHFKeychainUtils is licensed as follows:

Created by Buzz Andersen on 10/20/08. Based partly on code by Jonathan Wight, Jon Crosby, and Mike Malone. Copyright 2008 Sci-Fi Hi-Fi. All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction,

including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.