

## **Terms of Use**

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### **IF YOU DO NOT AGREE TO ANY OF THESE TERMS, THEN PLEASE DO NOT USE THE SITE.**

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You agree not to use contact information provided on the Site for unauthorized purposes, including marketing. You further agree not to (i) use any hardware or software intended to damage or interfere with the proper working of the Site, (ii) furtively intercept any system, data or personal information from the Site, or (iii) interrupt or attempt to interrupt the operation of the Site in any way.

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The Company cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses, trojans or other harmful computer code, files or programs.

## **6. Release**

The information on the Site and contained within the Content and the emphasis placed thereon solely reflect the opinion of the Company and is not intended to necessarily address any specific concerns or interests that others may have. The Company does not provide any representation or warranty as to (i) the accuracy or completeness of the Site or any of the Content, (ii) whether access and use of the Site will be uninterrupted, timely, secure or free from error, (iii) any protection from any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site; (iv) any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Site; and/or (v) whether defects in the operation or functionality of any software on the Site will be corrected. The Company does not warrant or represent that the Site or any Content is sufficient or appropriate for the purposes of any other party and all conditions, warranties, representations, terms and undertakings, express or implied, statutory or otherwise in respect of the Site or the Content for those purposes is hereby excluded.

In consideration for allowing YOU to use the SITE AND THE CONTENT, YOU specifically agree that the Company shall have no liability for any losses or damages arising from or in any way related to the USE OF THE SITE OR ANY CONTENT incurred. YOU agree to waive, fully release, DEFEND and hold The Company harmless from any claims which YOU may have arising in any way from use of THE SITE OR THE CONTENT including but not limited to claims for breach of contract, breach of warranty, strict liability, negligence, and/or negligent misrepresentation.

## **7. Indemnification**

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless the Company, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers to the Site from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) your use, misuse, or inability to use the Site, or the Content, or any violation by you of this Agreement; (ii) violation of any third party right by you, including, without limitation, any copyright, trademark, patent, property, or privacy right; or (iii) any claim that any Content caused damage to you or any third party you provided such Content.

## **8. Privacy**

When you come to the Company web site, we log your current Internet address (this is usually a temporary address assigned by your Internet service provider when you log in), the type of operating system you are using, and the type of browser software used. In addition, we may keep track of what areas of our web site you visit. This tracking will occur in the form of a "Cookie" or similar file that will permit tailoring of the web site to better match your interests and/or preferences.

While we track this information about the technology you are using, we do not identify who you are. You will remain anonymous to our system unless specified otherwise. For example, when you submit a question via our e-mail submission form or submit your resume for consideration of employment, this information is kept confidential and only disclosed to those who may be able to help answer your question or consider you for employment within the Company. We do not disclose your personal information to other companies who intend to sell their products or services to you.

## **9. User Conduct**

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

## **10. Unsolicited Idea Policy**

Please do not send unsolicited ideas to the Company, including but not limited to ideas for services, technologies, software, promotions, products, product improvements, processes, materials, marketing plans, or product names. Neither the Company nor any of its employees accept or consider unsolicited ideas. This policy is intended to avoid misunderstandings or disputes when the Company's products, services, or marketing strategies seem similar to unsolicited ideas that were submitted to the Company.

If, despite our request that you not send us your ideas, you still send them, then regardless of what your submission states, the following terms shall apply to your submission: (1) you agree that your ideas will automatically become the property of the Company without compensation to you, and (2) you agree that the Company can use the ideas for any purpose and in any way—even give them to others.

## **11. General Provisions**

a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof and replaces all prior agreements or understandings, representations or warranties (if any) between the parties. No waiver by The Company of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Should any term or provision of these Terms of Use be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. The Company therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. The Company does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

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