

## Terms of Use

Thank you for visiting our Site. Please read the following legal agreement carefully before using our Site. By using this site, you signify your agreement to these terms of use. If you do not agree to these terms of use, please disconnect from the site now.

### 1. Acceptance of Agreement

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between you and the Company, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, its content, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site. You are advised to review these terms each time that you use the Site. Copyright. The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 4, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.

### 2. Trademarks

[Describe trademarks] are trademarks of Vector Security, Inc. (the "Company"). Other product and company names mentioned on the Site may be trademarks of their respective owners.

### 3. Limited Right to Use

The viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (except in the event you attempt for resale or redistribution).

### 4. Editing, Deleting and Modification

We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

### 5. Indemnification

You agree to indemnify, defend and hold us and our partners, attorneys, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

### 6. Nontransferable

Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable.

## **7. Disclaimer and Limits**

The information and documents from or through the Site are provided "as-is," "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability, and non-infringement fitness for a particular purpose). The information and services may contain bugs, errors, problems or other limitations. We and our affiliated parties have no liability whatsoever for your use of any information or service. Vector uses reasonable efforts to include accurate and up-to-date information on this Site. It does not, however, make any warranties or representations as to its accuracy or completeness. Vector periodically adds, changes, improves, or updates the information and documents on this Site, without notice. Vector assumes no liability or responsibility for any errors or omissions in the content of this Site. Your use of this Site is at your own risk. In particular, but not as a limitation thereof, we and our affiliated parties are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, including the inability to use this Site due to any breach of security associated with the transmission of information through the internet, even if vector was advised of the possibility of such damages. The negation of damages set forth above are fundamental elements of the basis of the bargain between you and the company. This Site and the information would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through the Site shall create any warranty, representation or guarantee not expressly stated in this agreement.

All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. We will not be liable to you for any incidental, special or consequential damages of any kind that may result from use of or inability to use our Site. Our maximum liability to you under all circumstances will be equal to the purchase price you pay for any goods, services or information.

## **8. Use of Information**

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site used by you.

## **9. Tampering**

User agrees not to modify, move, add to, delete or otherwise tamper with the information contained in Vector's Web site. User also agrees not to decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in the Site.

## **9. Privacy**

Protecting the privacy of our clients and users of our Sites is important to Vector. This includes, among other things, using industry standard techniques such as firewalls, encryption, intrusion detection and site monitoring. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personally identifiable information, we cannot ensure or warrant the security of any information you transmit to us or receive from us. This is especially true for information you transmit to us via email. We have no way of protecting that information until it reaches us. Once we receive your transmission, we make our best effort to ensure its security on our servers.

## **11. Security**

The security of information transmitted through the Internet can never be guaranteed. Vector is not responsible for any interception or interruption of any communications through the Internet or for changes to or losses of data. A user is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of Vector Sites. In order to protect you and your data, Vector may suspend your use of a client Site, without notice, pending an investigation, if any breach of security is suspected.

## **12. Registration and Password**

You are responsible for maintaining the confidentiality of your Vector Web Site account and passwords. You will be responsible for all uses of your Web Site registrations and passwords, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your registration or password.

## **13. Links to other Web Sites**

The Site contains links to other Web sites. We are not responsible for the content; accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

## **14. Copyrights and Copyright Agents**

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b) A description of the copyrighted work that you claim has been infringed;
- c) A description of where the material that you claim is infringing is located on the Site; your address, telephone number, and email address;
- d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- e) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Thom Helisek, who can be reached as follows by mail:

Thomas. P. Helisek

Copyright Agent

c/o Vector Security Inc.  
3400 McKnight East Drive  
Pittsburgh, PA 15237

By phone: (412)364-2600

By email: [tph@vectorsecurity.com](mailto:tph@vectorsecurity.com)



## 15. Information

The Site contains information that was believed to be accurate as of the date prepared. We disclaim any duty or obligation to update this information.

## 16. Miscellaneous

This Agreement shall be treated as though it were executed and performed in Pittsburgh, Pennsylvania, and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Pittsburgh, Pennsylvania. You expressly submit to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and the Federal District Court for the Western District of Pennsylvania and consent to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.