

Vizualiiz Terms of Use

POSTED JANUARY 1, 2013

The Internet sites www.vizualiiz.com is the property of Vizualiiz, Inc., ("Vizualiiz"). You must agree to these Terms of Use ("terms") as a condition of using it and any other Vizualiiz affiliated Internet site or subdomain ("website"). If you do not agree to the terms, do not use our website. So long as you agree and comply with the most current terms, we grant you a personal, non-exclusive, non-transferable privilege to enter and use the website at the times we make it available.

You may not use the website or any materials or services on the website for any purpose that is unlawful or prohibited by these terms, nor shall you encourage any illegal activity or infringement of the rights of us or others.

In addition to these terms, we have a [Privacy Statement](#) that relate to those topics more specifically. Software downloaded from the website is governed by its respective license.

We reserve all rights in the website and prohibit copying and redistribution of the contents of this website unless expressly stated in writing. You may download from the website and print collateral such as brochures, white papers, press releases and webinars ("material") that we purposely make available for your personal, informational use provided that you (1) not remove any proprietary notice language from the material, (2) not redistribute or post the material on any public server, (3) make no modifications to the material, (4) not disrupt or interfere with the performance of the website, and (5) make no representations or warranties relating to the material.

In the course using weblogs, newsgroups, developer forums, messaging or other services provided on the website, you are personally responsible for your submissions. Posting material that is scandalous, defamatory, profane, libelous, or threatening to another person or entity, or which violates the privacy rights of another, may result in termination of your privilege to use the website. We reserve the right to monitor the content of this website for any purpose and in our sole discretion to edit, refuse to post or remove any material submitted.

You may not make commercial solicitations on the website. You may not monitor network data or traffic without our express authorization. You represent and warrant that you are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods. If you use the website outside of Washington State you are responsible for compliance with local laws.

Use of certain facilities of the website may require you to register for an account. You agree that the information you provide for such account is truthful and that you are not impersonating someone else. Providing false information constitutes a breach of the terms and may result in termination of your right to access the website. You are responsible for maintaining the confidentiality of any account information you provide. You agree to promptly notify us of any unauthorized use of your account or any other breach of security. We will not be liable for any loss you incur as a result of someone else using your password and account with or without your permission. You may not attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website, or to any of the services offered on or through the website, by hacking, password "mining" or any other illegitimate means.

THIS WEBSITE AND ALL ACCESS AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE FUNCTIONALITY OR USEFULNESS OF THIS WEBSITE OR ITS CONTENTS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, OR LOST PROFITS, THAT MAY RESULT, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THIS WEBSITE OR ITS CONTENTS, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO COMPUTER SYSTEMS, HARDWARE OR SOFTWARE, LOSS OF DATA, OR ANY OTHER PERFORMANCE FAILURES, OR ANY ERRORS, BUGS, VIRUSES OR OTHER DEFECTS THAT RESULT FROM OR ARE ASSOCIATED WITH USE OF THIS WEBSITE OR ITS CONTENTS.

WE MAKE NO WARRANTY THAT, (A) ACCESS TO THE WEBSITE OR ITS CONTENTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR CONTENTS WILL BE ACCURATE OR

RELIABLE, OR (C) THAT THE WEBSITE, ITS CONTENT, AND THE SERVER ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR INCLUSION OF ANY LINK POINTING OUTSIDE OF THE WEBSITE DOES NOT IMPLY OUR ENDORSEMENT OF ANYTHING AT SUCH DESTINATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR ITS CONTENT, EVEN IF WE HAVE PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO (A) THE USE OF OR THE INABILITY TO USE THE WEBSITE OR CONTENT; (B) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS, OR (D) CONTENT YOU DOWNLOAD. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

The terms and parties are governed by the United States Federal laws and the laws of the State of Washington without regard to choice of law provisions. Remaining portions of the terms shall be enforceable even if one or more parts are held unenforceable by a court of competent jurisdiction.

If you have any questions about these terms you may contact us at legal@vizualiiz.com

We reserve the right to revise them at any time.

Effective January 1, 2013