

User AGREEMENT AND TERMS AND CONDITIONS OF USE OF THE VOCWEBMANAGER SITE (this "Agreement")

Acceptance of this Agreement

This is a fairly lengthy document, and it contains many important provisions that affect your rights and obligations. By selecting the correct box at the end of this Agreement and selecting "I Agree" or otherwise signifying your acceptance, you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the User account holder, and agree to be bound by its provisions. If you are accepting on behalf of your employer or the entity that is the User account holder, you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept the Agreement.

Applicability

The Terms & Conditions of Use applies to any Person who visits, becomes a user, submits data or other material (e.g., a Contributor) to, or in any manner avails themselves of any Service offered at, on or through, the Site (hereinafter a "User").

Definitions

For purposes of this Agreement the term, "Contributor" shall refer to any Person that submits or posts any data or other material at, on or through the Site.

For purposes of this Agreement the term, "Person" shall refer to any individual, corporation, partnership, association or other group of persons, whether or not organized as a legal entity, or legal successors or representatives of the foregoing.

For purposes of this Agreement, the term "Services" shall refer to any service offered on the Site.

For purposes of this Agreement, the term "Visitor" shall refer to any Person(s) visiting the [VOCWEBMANAGER](#) website.

For purposes of this Agreement, the term "[VOCWEBMANAGER](#)" refers to [VOCWEBMANAGER.COM](#), which is owned and controlled by Gyant, LLC, a Delaware limited liability company.

Basic Site Rules and Representations

The User agrees that:

1. [VOCWEBMANAGER](#) is for pre-approved Users only.
2. You understand that you may not identify your approved user and password to anyone without prior written consent from [VOCWEBMANAGER](#).
3. Reports, calculations, and content of any kind may not be copied, used, controlled without prior approval from [VOCWEBMANAGER](#).
4. Users of [VOCWEBMANAGER](#) are encouraged to report any non-approved users.
5. You agree that you will not participate in any file sharing with the [VOCWEBMANAGER](#) documentation, reports, and other content or reselling any reports or content to any other entity or non-approved users.
6. Charges for report downloads and particular products and services apply to Site use.

Additional Terms and Conditions of Use

1. Modifications to Terms and Conditions of Use. [VOCWEBMANAGER](#) may revise and update these Terms and Conditions at any time in its sole discretion, without notice to you. Your access and use whether contained here or elsewhere on the site, and without prior notice of the [VOCWEBMANAGER](#) website ("[VOCWEBMANAGER](#) Site," or the "Site,") constitutes your unequivocal acceptance of all Terms and Conditions.

2. From time to time [VOCWEBMANAGER](#) may post guidelines, policies or rules applicable to the Site, including but not limited to our Privacy Policy, and our Copyright Policy (the "Policies"). The Policies are incorporated by reference into this Agreement and you agree to their terms. You should review the Policies frequently and carefully. Any such revisions, changes or modifications to the Policies shall be binding and effective immediately upon posting of same to the Site.

3. [VOCWEBMANAGER](#) shall have the right to review all data/materials and in its sole discretion to remove or refuse to post any materials for any reason.

4. The entire Site, including all object code and source code, text, graphics, multimedia content, including but not limited to images, illustrations, audio and video clips, html and other mark up languages, and all calculations within the Site or associated therewith, is the sole and exclusive property of Gyant, LLC, the operator of [VOCWEBMANAGER.COM](#). [VOCWEBMANAGER's](#) express written permission. You agree not to reproduce, reverse engineer, decompile, disassemble or modify any portion of the Site. Certain content may be licensed from third parties and all such third party content and all intellectual property rights related to such content belong to the respective third parties.

6. You acknowledge that **VOCWEBMANAGER** retains exclusive ownership of the Site and all intellectual property rights associated therewith. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Site or any Service, and **VOCWEBMANAGER** reserves all rights not expressly granted hereunder. You shall promptly notify **VOCWEBMANAGER** in writing upon your discovery of any unauthorized use or infringement of the Site or any Service or **VOCWEBMANAGER** patents, copyrights, trade secrets, trademarks or other intellectual property rights. The Site contains proprietary and confidential information that is protected by copyright laws and international treaty provisions.

7. Violations of this Agreement may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations and may involve, provide information to and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

8. Subject to our Privacy Policy, all information or material uploaded or sent to **VOCWEBMANAGER** at, on or through the Site will be deemed and treated as confidential.

9. You agree to comply with the Acceptable Use Policy ("AUP") of any vendor providing bandwidth or related services to **VOCWEBMANAGER**, including but not limited to the following: <http://www.cox.com>.

10. You agree to comply with the Service Terms, Rules and Regulations for (**PayPal**), the payment processing service provider for **VOCWEBMANAGER**. Please refer to (**PayPal**) website for their policies for merchants and purchasers utilizing their payment processing system: <http://Paypal>.

11. Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at **VOCWEBMANAGER** option.

12. This Agreement is binding on the Parties and their respective heirs, legatees, executors, successors and assigns. Except for the Policies and other agreements incorporated by reference herein, this Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter hereof. If any portion of this Agreement is found to be void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties various rights and remedies hereunder shall be construed to be cumulative.

13. This Agreement shall be deemed to have been made in the State of Delaware, and it shall be governed by the substantive laws of the State of Delaware, without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state and federal courts sitting in Orange County, California, and you hereby waive any jurisdictional, venue or inconvenient forum objections.

14. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Nothing in this Agreement shall be construed or deemed to create any partnership, agency, joint venture, employment or franchise relationship between the Parties.

15. Each Party hereto agrees to execute all further and additional documents as may be necessary or desirable to effectuate and carry out the provisions of this Agreement.

16. Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.

17. No breach of this Agreement by **VOCWEBMANAGER** shall be deemed material unless the Party alleging such breach shall have given **VOCWEBMANAGER** written notice of such breach, and **VOCWEBMANAGER** shall fail to cure such breach within thirty (30) days after its receipt of such notice.

18. All notices required to be sent to **VOCWEBMANAGER** under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage paid, or by overnight delivery service, to Attn: Legal at **VOCWEBMANAGER.COM**, 23974 Aliso Creek Road, Suite 230, Laguna Niguel, CA 92677.

19. All duties, liabilities, obligations, warranties, representations, covenants, authorizations, agreements and restrictions undertaken by and/or imposed upon you in connection with this Agreement shall be deemed to apply jointly and severally to all Users collectively and each User individually of any group at any time comprising of users data or other materials you post, upload or otherwise make available to **VOCWEBMANAGER**.

20. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or any Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

21. Notice for California Users. Under California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at Department of Consumer Affairs

Correspondence Unit, 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at 1-800-952-5210.

22. The provider of service is Gyant, LLC, operator of VOCWEBMANAGER.COM, 23974 Aliso Creek Road, Suite 230, Laguna Niguel, CA 92677.

Reporting Violations of Site Content Rules with Respect to Objectionable Material

VOCWEBMANAGER rules require that storage content should not contain abusive, violative, demeaning, libelous, slanderous and indecent language or meaning.

A violation may be reported for many reasons, including mis-categorization of storage data, reporting an inappropriate age category or reporting a violation of decency, among other reasons. Such violations, including violations of site decency rules should be reported to VOCWEBMANAGER immediately via "ask for help" icon or email.

Reports of inappropriate comments being placed in the Storage Data sections of the Site should follow this same process, noting the name and date/time of the help icon, if possible. VOCWEBMANAGER monitors the Site on an ongoing basis and every attempt is made to prevent repeat offenders from entering inappropriate material in the storage data sections area, including blocking the person from future participation, where warranted.

VOCWEBMANAGER makes every effort to review reports in a timely manner. VOCWEBMANAGER reserves the right to place a temporary hold on stored data postings when a complaint related to the data is filed. VOCWEBMANAGER also reserves the right to remove any data from the Site, related to a complaint or otherwise. It is our policy to terminate customers who are found to be repeat violators.

Framing, Metatags and Linking

Framing and Metatags

You may not frame or use framing techniques to enclose any VOCWEBMANAGER trademark, logo, or other proprietary information (including but not limited to images, text, page layout, and form) without VOCWEBMANAGER's express written consent. You may not use any metatags or any other "hidden text" using VOCWEBMANAGER's name or trademarks without VOCWEBMANAGER's express written consent. Any such unauthorized use shall result in the immediate and automatic termination of all permission, rights and/or licenses granted to you by VOCWEBMANAGER and may also result in such additional action as VOCWEBMANAGER deems necessary to protect and enforce its legal rights.

Advertisements and Links to Other Sites

VOCWEBMANAGER does not endorse the content, or any other products or services, provided through or referenced on any third-party websites. VOCWEBMANAGER is not responsible for the content of linked third-party sites; sites framed within the VOCWEBMANAGER Site, or third-party advertisements, and do not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. VOCWEBMANAGER does not endorse any product or service advertised on the VOCWEBMANAGER Site.

Further, it is up to you to take precautions to ensure that whatever links you select or software you download, from any site whatever, is free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

Linking: Other

You are granted a limited, revocable, nonexclusive license to create a hyperlink to VOCWEBMANAGER's home page, provided that you comply with all of the following:

1. The link must be a text-only link clearly marked "vocwebmanager.com" or "www.vocwebmanager.com";
2. The link can "point" to the URL "http://www.vocwebmanager.com" or directly to any application page;
3. The link, when activated by any user, must display the Site full-screen and not within a "frame" on the linking site;
4. The link shall not portray VOCWEBMANAGER or its products or services in a false, misleading, derogatory, or otherwise offensive matter;
5. The link may not use any VOCWEBMANAGER logo or other proprietary graphic or trademark as part of the link without VOCWEBMANAGER's prior express written permission; and the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with our name and trademarks or create any false appearance that we are associated with or sponsor the linking site.
6. We reserve the right to revoke our consent to any link at any time in our sole discretion.

Arbitration

Any controversy, dispute or claim of any nature whatsoever relating to VOCWEBMANAGER, your use of the VOCWEBMANAGER website or these Terms and Conditions shall be resolved by final and binding arbitration in Orange County, California. The Arbitrator shall determine the prevailing party.

THE USER ACKNOWLEDGES AND AGREES THAT BY ACCESSING THE SITE AND THEREBY ACCEPTING THIS AGREEMENT, THE USER IS WAIVING THE USER'S RIGHT TO PURSUE ANY SUCH CLAIMS IN STATE OR FEDERAL COURT BEFORE A JUDGE OR JURY.

Special Admonitions for International Use

1. We make no representation that products or services available on or through the Site or any Service are appropriate or available for use in other locations other than the United States. Those who choose to access the Site or any Service from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.
2. Products, including web applications and tools, made available through the Sites or any Service are further subject to United States export controls. You agree to comply with all applicable laws regarding the transmission

of technical data exported from the United States or the country in which you reside. No such products may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any product available through the Site or any Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. We reserve the right to limit the availability of the Site and/or any Service or product described thereon to any Person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such Service or product that we provide.

Indemnity

In consideration for accessing or using this Site, you expressly agree to indemnify and hold [VOCWEBMANAGER](#) completely harmless from and against any and all claims arising from such access or use. Further, you waive and release [VOCWEBMANAGER](#) against any and all claims, known or unknown, existing or that may arise later, in any way related to your access or use. You hereby further waive the provisions of California Civil Code Section 1542, which state: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You agree to defend, indemnify, and hold [VOCWEBMANAGER](#), its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees and court costs, resulting from, or alleged to result from, your violation of these Terms and Conditions, your use of any Service, and/or the use of any Service by any other person using your Username.

[VOCWEBMANAGER](#) may participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval.

Acceptance of Electronic Contract

You agree that this Agreement has the same legal force and effect as a written contract with your written signature and that it satisfies any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You acknowledge that you have had the opportunity to print this Agreement.

FINANCIAL TERMS AND CONDITIONS

Currency

Fees and prices appearing on [VOCWEBMANAGER](#) are based on United States dollars unless otherwise specified. Payments for any Service or purchase made on or through [VOCWEBMANAGER](#) shall be made to Gyant, LLC in United States dollars.

Payments

You agree to pay for all fees and charges incurred under your [VOCWEBMANAGER](#) account or Username. If you have configured the account associated with your Username (your "Account") to pay for Services or purchases with a credit or debit card or similar form of payment (a "Card" payment method), you authorize any and all charges and fees incurred under your Account to be billed from time to time to your Card account. Regardless of the method of payment, it is your sole responsibility to advise [VOCWEBMANAGER](#) of any billing problems or discrepancies within thirty (30) days after such discrepancies or problems become known to you. Your Card issuer agreement governs the use of your designated Card account in connection with any fee, purchase or Service; you must refer exclusively to such issuer agreement, and not this Agreement, to determine your rights and liabilities as a Cardholder.

Sales to End Users Only

The [VOCWEBMANAGER](#) sells services to end user customers only.

Payment Policy

[PayPal](#) is the [VOCWEBMANAGER.COM](#) payment processor. We use [PayPal](#) to make your payment quickly and securely. It takes only a few moments to pay and you can choose to use your credit or debit card, or set up a [direct debit from your checking account](#). *The VOCWEBMANAGER accepts the following credit cards: Visa, MasterCard, and electronic checks.*

There is an ongoing monthly fee to pay with [PayPal](#) when you open a [PayPal](#) account, but you will register your personal details only once. This will give you a secure user name and password that you can use to buy in the future without re-registering. [PayPal](#) provides the payment processing security to keep your data details safe and secure. [VOCWEBMANAGER.COM](#) does not have access to your personal, banking or credit card details.

When purchasing [VOCWEBMANAGER](#) services using [PayPal](#), you will be billed one month in advance of your monthly services unless you opt to purchase more than one month services in advance. Some credit card companies have set minimum charges. It is your responsibility to be familiar with the minimum charge or debit requirements or fees of the credit card you are using for any purchase(s) on [VOCWEBMANAGER](#). Debit cards and check cards have daily spending limits that may prevent the processing of your order. It is your responsibility to know the minimum charge amounts and/or associated fees for charges below the minimum allowed charge on the credit card you use to purchase services from [VOCWEBMANAGER.COM](#).

The [PayPal](#) Customer Care Team is on hand between Monday and Friday 8am - 6pm EST to answer any concern you might have, please call toll-free 1 (800) 831-2800 [begin_of_the_skype_highlighting](#)[end_of_the_skype_highlighting](#) or e-mail [support@PayPal.com](#).

[PayPal](#) is a registered trademark of [PayPal, Inc.](#), used under license. [PayPal](#) allows you to purchase from [VOCWEBMANAGER](#) with a single click of your mouse. Once you have agreed upon the [PayPal](#) terms and conditions and activated an account with [PayPal](#), clicking the "Purchase with [PayPal](#)" button will start the download immediately and complete your purchase transaction without any other steps.

Through [PayPal](#), VOCWEBMANAGER offers acceptance of international payments. Please refer to the [PayPal](#) policies for the available payment methods for your country, and to the information contained under the heading "Special Admonitions for International Use".

Sales Tax

Purchases from the Site may include federal, state, provincial and/or local sales, goods and services, value added and other taxes (where applicable) and such taxes will be based on the best available information at the time of the applicable purchase. In such cases, the tax rate in effect at the time purchases are made on the Site will apply. If the applicable tax rates change before the applicable purchase has been completed, the new tax rate(s), effective at the time of completion of purchase on the Site, will apply. You are not eligible for tax exemptions for purchases made on the Site. Other product and service limitations and disclaimers may apply

Copyright and Ownership of Content

General

The content of the [VOCWEBMANAGER](#) Site (the "Content") is protected by copyright under both United States and foreign laws. Title to the Content remains with [VOCWEBMANAGER](#). Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice at the discretion of [VOCWEBMANAGER](#). All rights not expressly granted herein are reserved by [VOCWEBMANAGER](#). If you violate any of these Terms and Conditions, your permission to upload or use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

All content included on this Site, including but not limited to text, graphics, logos, button icons, images, data compilations, code and source code, multimedia content, including but not limited to images, illustrations, audio and video clips, html and other mark up languages, and all scripts within the Site or associated therewith, are the property of [VOCWEBMANAGER](#) or its content suppliers and is protected by United States and international copyright laws with all rights reserved. The compilation of all content on this Site is the exclusive property of [VOCWEBMANAGER](#) and is protected by United States and international copyright laws with all rights reserved. All content used on this site is the property of [VOCWEBMANAGER](#) is protected by United States and international copyright laws with all rights reserved. Any trademarks, service marks, logos, labels, product names and service names appearing on the Site (collectively, the "Marks") are owned or licensed by Gyant, LLC. Marks not owned by Gyant, LLC or its subsidiaries are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by [vocwebmanager.com](#), a product of Gyant, LLC. You agree not to copy, display or otherwise use any Marks without [VOCWEBMANAGER](#)'s prior written permission. The Marks may never be used in any manner likely to cause confusion, disparage or dilute the Marks and/or in connection with any product or service that is not authorized or sponsored by [VOCWEBMANAGER](#).

Copyright Infringement Claims

[VOCWEBMANAGER](#) is a web application for tracking and reporting VOC emission and other compliance with tools designed to provide compliance support and reports for differing types of businesses. We strive to ensure that the rules for [VOCWEBMANAGER](#) are very clear and monitor information on the site via customer feedback. Customers are encouraged to provide feedback on the site, by entering information and reporting to [VOCWEBMANAGER](#) any potential copyright or other infringement.

We take all copyright and other usage complaints seriously. [VOCWEBMANAGER](#) administrators have the right to review, place on hold or remove any information at any time that they feel are in violation of Site rules. Repeat offenders may be barred from future Site participation.

Removal of materials

Site has the right to remove, edit, and move or close any information posted or uploaded by you at any time should they see fit. Causes for information removal may include, but are not limited to: the inclusion of objectionable material in the account in violation of rules set by site management (see Reporting Violations of Site Content Rules with Respect to Objectionable Material), or receipt of complaint(s) by users of the Site about the information. [VOCWEBMANAGER](#) also has the right to change the information category of the information if a complaint is received or if [VOCWEBMANAGER](#) management deems this action necessary.

LEGAL NOTICES

Disclaimer of Warranties/Limitations of Liabilities

Technical Difficulties or Other Errors

You acknowledge that the Site may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and that [VOCWEBMANAGER](#) shall not be responsible to you or others for any such interruptions, delays, interruptions, corruptions, errors or problems or for discontinuance of any [VOCWEBMANAGER](#) Service. [VOCWEBMANAGER](#) materials will ever be accessed or used by [VOCWEBMANAGER](#) materials will continue to be available for any particular length or period of time.

[VOCWEBMANAGER](#) is not liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the [VOCWEBMANAGER](#) Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not [VOCWEBMANAGER](#) is advised of the possibility of such damages.

Inaccuracies or Errors

A possibility exists that the Site or any Service could include inaccuracies or errors, or information or materials that violate this Agreement. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site or any Service. Although we attempt to ensure the integrity of the Site and every Service, we make no guarantees, as to their completeness or correctness. In the event that a situation arises in which the Site's or any Services completeness or correctness is in question, you agree to contact us including, if possible, a description of the material to be checked and identifying information (e.g., location) where such material can be found, as well as information sufficient to enable us to contact you. We will make commercially reasonable efforts to address your concerns as soon as reasonably practicable.

Discontinuation

The Site and any Service may be discontinued at any time, with or without reason or cause.

Storage and Delivery

VOCWEBMANAGER disclaims any and all responsibility for the deletion, failure to store, mis-delivery or untimely delivery of any information or material. VOCWEBMANAGER disclaims any and all responsibility for harm resulting from downloading or accessing any information or material on the Internet or through the Site.

Site "As Is"

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VOCWEBMANAGER, GYANT, LLC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS AND OTHER REPRESENTATIVES (TOGETHER, FOR PURPOSES OF THIS SECTION, "VOCWEBMANAGER") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. GYANT, LLC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, CURRENTNESS, AND PERFORMANCE OF ANY VOCWEBMANAGER SERVICE. VOCWEBMANAGER DISCLAIMS ANY AND ALL WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SITE. NO OPINION, ADVICE OR STATEMENT OF VOCWEBMANAGER, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. VOCWEBMANAGER DISCLAIMS VOCWEBMANAGER IS NOT RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO USE OR MISUSE OF OR RELIANCE ON THE SITE OR ANY VOCWEBMANAGER SERVICE OR ANY LINKED SITE, EVEN IF VOCWEBMANAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL VOCWEBMANAGER'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND/OR RELIANCE ON THE SITE OR ANY VOCWEBMANAGER SERVICE, FROM INABILITY TO USE THE SITE OR ANY VOCWEBMANAGER SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR ANY VOCWEBMANAGER SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED AT, IN OR THROUGH THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE SITE OR ANY VOCWEBMANAGER SERVICE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, AND LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SITE OR ANY VOCWEBMANAGER SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE OR ANY VOCWEBMANAGER SERVICE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Acts of Nature

WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL VOCWEBMANAGER OR GYANT, LLC BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, EPIDEMIC, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

Security and Errors

NEITHER VOCWEBMANAGER, GYANT, LLC NOR ANY OF THEIR RESPECTIVE AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND ANY SERVICE AND YOUR RELIANCE THEREON. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL, INFORMATION OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL, INFORMATION OR DATA.

Exclusion of Some States

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS.

LEGAL CONTACTS

General Legal email Inquiries:

Legal@vocwebmanager.com