

USER AGREEMENT

Applicability

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.

Terms & Conditions of Use of the [VOCWEBMANAGER](#) Site

Application

The Terms & Conditions of Use applies to any Person who visits, becomes a USER, submits data or Material (e.g., Contributor) to or in any manner avails themselves of any Service offered at, on or through the Site (hereinafter a "User"). As set forth herein, the term, "User" includes, but is not limited to, Employers, Employees, and Content Providers.

Definitions

For purposes of this Agreement the terms, "Contributor" shall refer to any individual or group, whether or not organized as a legal entity that made any data or material contribution posted at, on or through the Site.

For purposes of this Agreement the terms, "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 "USER" shall refer to any person or entity who joins as a USER of [VOCWEBMANAGER](#).

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](#), a division of Gyant Compliance, LLC.

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 un-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 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 Compliance, LLC, the operator of **VOCWEBMANAGER.COM**. All rights reserved.
5. The Site is protected by all applicable federal and international intellectual property laws. No portion of the Site may be reprinted, republished, modified or distributed in any form without **VOCWEBMANAGER** 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.TBD.com>
10. You agree to comply with the Service Terms, Rule and Regulations for (**TBD**), the payment processing service provider for **VOCWEBMANAGER**. Please refer to (**TBD**) website for their policies for merchants and purchasers utilizing their payment processing system: <http://TBD>.
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 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 California**, and it shall be governed by the substantive laws of the **State of California, County of Orange**, 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. 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. Notice for California Users. Under California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice:

23. The provider of service is Gyant Compliance, 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.

Reporting a Storage Data Violation of Rules of Decency

Reporting a violation may be 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 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 infringers.

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](#)' express written consent. You may not use any metatags or any other "hidden text" using [VOCWEBMANAGER](#)' name or trademarks without [VOCWEBMANAGER](#)' 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 does 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](#)' 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](#) 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.

Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with [VOCWEBMANAGER](#), or in any way relating to your use of [VOCWEBMANAGER](#), resides in the courts of the **State of California, County of Orange** and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the **State of California** in connection with any such dispute including any claim involving [VOCWEBMANAGER](#) or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

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.

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 Compliance, 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

TBD is the **VOCWEBMANAGER.COM** payment processor. We use **TBD** 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**.

There is an ongoing monthly fee to pay with **TBD** when you open a **TBD** account, 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. **TBD** 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.

The **TBD** 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) 000-0000 1 (800) 000-0000 or e-mail support@TBD.com.

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

Payment Methods

Payments for use of **VOCWEBMANAGER** web application (system) are managed through **TBD**. **TBD** offers convenient monthly payments through direct debit, credit card, invoice or prepaid account. Review the **TBD** Policies for information about approved payment methods and billing terms (<http://www.TBD.com>)

*The **VOCWEBMANAGER** accepts the following credit cards: Visa, MasterCard, and electronic checks.*

Through **TBD**, **VOCWEBMANAGER** offers acceptance of international payments. Please refer to the **TBD** policies for the available payment methods for your country.

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.

TBD Customer Service

For general questions about **TBD**, please call 800-000-0000 or send them an e-mail at service@us.TBD.com.

If you have a problem, you will need to tell **TBD** your customer information (name, customer number or address) and provide a detailed description of the error.

Billing

When purchasing **VOCWEBMANAGER** services using **TBD**, 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](#).

Sales Tax

[VOCWEBMANAGER](#) purchases will include sales tax based on the bill-to address and the sales tax rate in effect at the time of download. If the sales tax rates for the billing address changes before the services are accessed, the new tax rate in effect at the time of access will apply. No customers are eligible for tax exemptions for purchases made on the [VOCWEBMANAGER](#).

10. Storage of Information

[VOCWEBMANAGER](#) endeavors to offer competitive prices. Minimum recommended prices are set by [VOCWEBMANAGER](#).

International Pricing

Prices for services sold in each country are set by the [VOCWEBMANAGER](#), in accordance with the currency of the target country. Customers are responsible for knowledge of local currencies and appropriate pricing in that currency.

Copyright and Ownership of Content

General

The Content of the [VOCWEBMANAGER](#) site 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.

Copyright Infringement Claims

[VOCWEBMANAGER](#) is a tracking and reporting VOC emission and other compliance web application 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

You agree that the webmaster and administrator of this web site have the right to remove, edit, 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 (see Objectionable Material), set by site management 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](#) provides no assurances whatever that any of your data or Materials will ever be accessed or used by [VOCWEBMANAGER](#), its visitors, Subscribers or sub-licensees nor, if so accessed or used, that your data or 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 to identification information (e.g., location) where such material can be found, as well as information sufficient to enable us to contact you. We will make best 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 COMPLIANCE LLC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS 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 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 AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SITE. NO OPINION, ADVICE OR STATEMENT OF GYANT OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, Customers OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. VOCWEBMANAGER AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS APPEARING ANYWHERE ON THE SITE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED ANYWHERE ON THE SITE. NEITHER [VOCWEBMANAGER](#), GYANT COMPLIANCE, LLC NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES (TOGETHER, FOR PURPOSES OF THIS SECTION, "VOCWEBMANAGER"), ARE 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 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

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Security and Errors

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