

## Notice

Information provided by this website ("Site") resides on a computer system made available by VividGlass™ (referred to in this disclaimer page as "VividGlass"). Anyone using this Site agrees to be bound by the terms of use (the "Terms") set forth below, and consents to the monitoring of this use by system, security or law enforcement personnel.

## Your Use of the Site

VividGlass hereby grants you a limited license to copy and use the materials, features, and services provided by VividGlass on this Site (collectively, the "Materials") solely for your personal, non-commercial use, subject to these Terms. The design and layout of the Site are specifically excluded from the Materials. No other use of the Site or Materials is authorized. You agree that any copy of the Materials (or any portion of the Materials) that you make shall retain all copyright and other proprietary notices contained herein or therein.

Your use of the Site is subject to all applicable local, state, national, and international laws and regulations, and you agree not to use the Site for purposes that violate such laws and regulations. In addition, you agree that: (1) you will not interfere with another customer's use and enjoyment of the Site; (2) you will not upload, download, transmit or otherwise distribute any message, data, information, text, or other material ("Content") that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party, and that, by uploading or downloading any Content, you represent and warrant to VividGlass and our affiliates that you have the lawful right to reproduce and distribute such Content; (3) you will not upload, download, transmit, or otherwise distribute any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; (4) you will not upload, download, transmit, or otherwise distribute any viruses or other harmful, disruptive, or destructive files; (5) you will not upload, download, transmit, or otherwise distribute any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law; (6) you will not use or attempt to use another's account, service, or system without authorization from VividGlass, or create or use a false identity on this Site; (7) you will not upload, download, transmit, or otherwise distribute spam, chain letters, junk mail, or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings; (8) you will not attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; (9) you will not interfere with or disrupt networks, systems, and/or computers connected to the Site, and you will comply with all regulations, policies, and procedures of such networks and systems; and (10) you will comply with all United States laws regarding the transmission of technical data exported from the United States. You acknowledge and agree that you are responsible for all use of your email address and will notify VividGlass immediately of any unauthorized use.

## No Transfer of Property Rights

The products, services, technology, and/or processes described and/or used on this Site may be the subject of intellectual property rights reserved by VividGlass or other third parties. Except for the limited license granted above, nothing contained herein shall be construed as conferring to you in any manner, whether by implication, estoppel or otherwise, any license, title, or ownership of or to any intellectual property right of VividGlass or any third party.

## Warranty Restriction; Limitation of Liability

THE MATERIALS, INFORMATION, AND SERVICES PROVIDED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MATERIALS, INFORMATION, OR SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY DATA, TEXT, IMAGES, SOUNDS, OR COMPUTER PROGRAMS (INCLUDING COLLECTIONS AND COMPILATIONS OF THEM)) OR AGAINST INFRINGEMENT.

NEITHER VIVIDGLASS NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY AND/OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ATTORNEYS' FEES OR DISBURSEMENTS) IN ANY WAY DUE TO, RESULTING FROM OR ARISING IN CONNECTION WITH YOUR ACCESS TO, INABILITY TO ACCESS, OR USE OF THE SITE, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED AT THE SITE, EVEN IF VIVIDGLASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND ANY OTHER TORT. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY SET FORTH HEREIN SHALL BE FOR ANY

---

REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT VIVIDGLASS AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500).

NEITHER VIVIDGLASS NOR ANY OF ITS AFFILIATES TAKES ANY RESPONSIBILITY OR ASSUMES ANY LIABILITY FOR ANY CONTENT UPLOADED OR OTHERWISE TRANSMITTED BY YOU OR ANY THIRD PARTY, OR FOR ANY MISTAKES, DEFAMATION, SLANDER, LIBEL, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY, INDECENCY, LEWDNESS, HARASSMENT, THREATS, ABUSE, OR PROFANITY YOU MAY ENCOUNTER IN USING THE SITE. YOU AGREE TO HOLD HARMLESS VIVIDGLASS AND ITS AFFILIATES AND PARTIES WITH WHOM VIVIDGLASS HAS CONTRACTED FOR PURPOSES OF HOSTING OR MAINTAINING THIS SITE FROM ALL CLAIMS BASED UPON COMMUNICATIONS OR MATERIALS MADE AVAILABLE BY YOU ON THE SITE.

### **Copyright Status**

All documents available on this Site may be protected under the U.S. and Foreign Copyright Laws. Permission to reproduce may be required. VividGlass retains all rights to the information provided on this Site, including, but not limited to, the right of distribution.

### **Governing Law, Jurisdiction**

By accessing, transmitting or viewing any information on this Web site, you agree to be subject to personal jurisdiction in the Commonwealth of Pennsylvania. Any transaction or occurrence arising out of accessing, transmitting or viewing any information on this Site shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding any conflict of laws provisions of the Commonwealth of Pennsylvania that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding regarding this Site or any part of the Site shall be brought only in Allegheny County, Pennsylvania.

### **International Use**

Neither VividGlass nor any of its affiliates makes any representation that Materials on this Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations other than within the United States are responsible for compliance with local laws.

### **Indemnification**

Upon a request by VividGlass, you agree to defend, indemnify, and hold harmless VividGlass and its affiliates, and their employees, contractors, officers, and directors, from all liabilities, claims, and expenses, including attorneys' fees and disbursements, that arise from your use or misuse of this Site. VividGlass reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with VividGlass in asserting any available defenses.

### **Enforcement by VividGlass**

In the event VividGlass determines, in its sole discretion, that you have violated these Terms, VividGlass shall have the right to immediately remove any materials you have placed on the Site and/or terminate your access to the Site, without prior notice to you, and/or pursue any other remedies available to it under applicable law.

### **Links To and From Third Party Sites; Framing**

This Site may provide links or references to other sites. Neither VividGlass nor any of its affiliates has any responsibility for the content of these other sites, makes any representations or gives any warranties with respect to any information contained in or at these other sites, or shall be liable for any damages or injury arising from the content of these other sites. Neither VividGlass nor any of its affiliates endorses companies or products to which it has provided links. Any links to other sites are provided merely as a convenience to the users of this Site and, if you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk. VividGlass reserves the right to terminate any link or linking program at any time.

There may be circumstances where access to this Site is provided by a link located at another Web site. Neither VividGlass nor any of its affiliates makes any representations or gives any warranties with respect to any information contained in or at these other sites, and neither VividGlass nor any of its affiliates shall be liable for any damages or injury arising from the content of these other sites.

Neither VividGlass nor any of its affiliates endorses the individuals, companies, or other similar entities, or any products, services or materials associated with such individuals, companies, or other similar entities, that provide a link to this Site.

**Updates to Terms**

VividGlass shall have the right to revise these Terms at any time by updating this posting. By using this Site, you agree to be bound by any such revisions and should therefore periodically visit this Site to determine the then-current Terms to which you are bound.

**Privacy Policy**

The terms of our privacy policy can be found on our website.