



PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS. DO NOT USE THIS SITE IF YOU DO NOT AGREE TO ABIDE BY THE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS MAY SUPPLEMENT OTHER TERMS AND CONDITIONS YOU HAVE AGREED TO WITH APPWARE, LLC THROUGH A NON-DISCLOSURE, CONFIDENTIALITY OR OTHER AGREEMENT.

### **1. Site Access and Requirements; Content.**

- a. You are responsible for obtaining access to this site, which may include charges from a third-party (such as an internet service provider). You are solely responsible for these charges.
- b. Portions of this site require your browser to accept cookies, enable JavaScript™ and have third-party products such as Adobe® Reader® and Macromedia® Flash® Player installed. You are responsible for all settings and installations. If you choose not to enable these features or install these products you may not be able to use portions of this site.
- c. There are two types of content on this site: (i) web pages, document files, supporting files, graphic designs and server-side programs, processes and other data created by AppWare, LLC (hereinafter referred to as "Our Content") and (ii) materials such as web pages, multimedia files, supporting files, data files and other files posted for clients ("Client Content").
  - i. AppWare, LLC reserves the right, at our sole discretion, to modify, add or discontinue, temporarily or permanently, Our Content on this site without notice and without liability to you. Unless explicitly stated, Our Content may be added to, changed or removed from this site and shall be subject to the Terms and Conditions;
  - ii. The treatment of Client Content is governed by any Non-Disclosure, Confidentiality or other Agreement previously executed between the client and AppWare, LLC. AppWare, LLC is not responsible for the accuracy of any Client Content;
  - iii. We are not obligated to monitor or enforce either Our Content or Client Content on this site and reserve the right to edit, refuse to post or remove Our Content on this site, at our sole discretion, without any obligation or any notice at any time. Under written direction from the client, AppWare, LLC reserves the right to edit, refuse to post or remove Client Content on this site.
  - iv. If you are dissatisfied with Our Content on this site, or with any of the Terms and Conditions, your sole and exclusive remedy is to discontinue using this site.

### **2. Restricted Areas.**

- a. User Account. This site contains restricted areas that may only be accessed through an assigned user name and password ("user account").
- b. Eligibility. A user account may only be obtained by executing a Non-Disclosure, Confidentiality or other Agreement with AppWare, LLC. AppWare, LLC reserves the right in their sole and absolute discretion to deny a user account to anyone.
- c. Non-Transferability. A user account may not be sold, transferred or assigned to anyone.



d. Account Information and Use. The User is responsible for maintaining the confidentiality of the account information, and is fully responsible for all activities that occur under that account whether or not such use is authorized by the User. If the password or other account information is lost or stolen, or if the User becomes aware of any unauthorized use, the User must immediately notify AppWare, LLC by contacting us at [www.appware.biz/contact](http://www.appware.biz/contact). We cannot and will not be liable for any damages or losses arising from lost or stolen account information.

e. Duration of Use. A user account is effective until it is cancelled or expires in accordance with the Non-Disclosure, Confidentiality or other Agreement that has been previously executed with AppWare, LLC.

f. Termination of Use. AppWare, LLC may cancel or suspend any user account at any time, with notice to the user, for any reason or for no reason at our sole and absolute discretion. In addition, any breach or failure to comply with the Terms and Conditions, or any misrepresentations, may subject the user account to termination.

### **3. Limitation of Liability; Disclaimer of Warranty.**

a. Your access to and use of this site is at your own risk. This site and all content are provided "as is" and "as available" without any representation or warranty, express or implied, of any kind, including but not limited to any warranty of merchantability, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained from us or from another source, creates any warranty not expressly stated in the Terms and Conditions.

b. In no event will we, AppWare, LLC, or any of our parents, subsidiaries or affiliates be liable to anyone for any direct, indirect, special, consequential or other damages (including, but not limited to, any lost profits), even if we are expressly advised of the possibility of such damages.

c. Third Party Information, Goods and Services. For your convenience or for the requirements to use this site, we may from time to time offer you access to information, goods and services provided by third parties. In relying on any such information, using or purchasing any such goods or services from such third parties you acknowledge that we are not acting as your general contractor, agent or adviser. We make no representations about, and we disclaim any and all liability for any such information, goods and services. Except for vendors with which we contract to provide services on our behalf, we do not (1) endorse any specific service provider or vendor, (2) provide advice on which service provider or vendor to select or (3) guarantee the service providers' or vendors' information, goods or services. We will not be liable in any manner to you or any other person for the failure of any information, goods or services from such third parties. Accordingly, without limiting the generality of the disclaimer set forth above, you hereby waive and release us, our parents, subsidiaries and affiliates, and each of our and their officers, directors, employees and agents from any damages of any sort and any claims, whether direct or otherwise, that arise out of or result from any dealings or transactions between you, on the one hand, and third parties from whom you obtain any information, goods or services, on the other hand.

d. These exclusions and limitations of liability will apply to the fullest extent permitted by law and will survive your use of this site. Certain state laws do not allow the exclusion or limitation of implied warranties or certain damages. If these laws apply to you, some or all of the above exclusions or limitations may not apply to you, and you might have additional rights.

### **4. Choice of Law.**



a. We control, operate and administer this site from our offices within the United States of America. We make no representation that this site is appropriate or available for use in any other jurisdiction outside of the United States and the use of and access to this site from any jurisdiction where its contents are illegal is prohibited. You may not use this site or export any content of this site in violation of United States of America export laws and regulations. Anyone who accesses this site from a location outside of the United States will be responsible for compliance with all relevant local laws.

b. This site is maintained and provided by AppWare, LLC. The Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions. By using this site, you hereby consent to the exclusive jurisdiction of the federal and state courts located in the county of Dauphin, Pennsylvania and the city of Harrisburg, Pennsylvania, for any lawsuit brought under the Terms and Conditions or relating in any way to this site.

c. Any cause of action that you may have with respect to this site must be commenced within one (1) year after the claim or cause of action arises. If, for any reason, a court of competent jurisdiction finds any provision of the Terms and Conditions to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Terms and Conditions and the remainder of the Terms and Conditions shall continue in full force and effect.

#### **5. No Third Party Beneficiaries.**

There will be no third party beneficiaries to the Terms and Conditions.

#### **6. Notice.**

You acknowledge and agree that any notice that we are required or permitted to give to you may be sent by email or regular mail, or by posting to or updating this site.

#### **7. Changes.**

a. We reserve the right, at our sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time, without notice to you. Changes in the Terms and Conditions will be effective when notice of such changes is posted on the site. Any changes or addendums to a Non-Disclosure, Confidentiality or other Agreement will be made between the client and AppWare, LLC.

b. The most current version of the Terms and Conditions can be viewed at [www.appware.biz/terms](http://www.appware.biz/terms). The Terms and Conditions is incorporated by reference into the Privacy Notice. The most current version of the Privacy Notice can be viewed at [www.appware.biz/privacy](http://www.appware.biz/privacy). The practices and policies contained in the Terms and Conditions replace all previous notices or statements with respect to the same subject.

c. By using this site after we post an update, you will be deemed to have accepted and agreed to be bound by and abide by all additional or new Terms and Conditions (including the terms of the Privacy Notice), as updated from time to time. **IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST DISCONTINUE YOUR USE OF THIS SITE.**



**APPWARE**

APPLICATION & INTERNET SOFTWARE DEVELOPERS

## **Terms and Conditions**

Effective January 13, 2008

appware.biz

### **8. Proprietary Rights; Links to the Site.**

a. The failure of AppWare, LLC to exercise or enforce any provision of the Terms and Conditions does not constitute a waiver of such right or provision.

b. Our Content on this site contains proprietary and confidential information and processes that are protected by applicable intellectual property and other laws. You agree not to modify, advertise, rent, loan, sell or otherwise distribute or create derivative works based on Our Content on this site for any commercial or non-commercial purposes without the express written consent of AppWare, LLC. You agree not to use Our Content on this site in order to reverse engineer or assemble, or otherwise attempt to discover any source code, methods, or processes.

c. Links to this site are not permitted without the express written consent of AppWare, LLC.