

FoxGuard Solutions, Inc.'s Terms of Use

LAST UPDATED 01-13-2017. Replaces the prior version in its entirety.

Welcome to the website of FoxGuard Solutions, Inc. (the "Company", "we" or "us"). The following terms and conditions (the "Terms of Use") govern your access to and use of www.foxguardsolutions.com, including any content, functionality and services offered on or through any portals operated by the Company, including but not limited to its Customer Care Center, PUMP, DisPatch and ICSupdate.com (collectively, the "Website"), whether as a guest or a registered user. Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <http://foxguardsolutions.com/privacy-policy/> (the "Privacy Policy"), incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

ELIGIBILITY

The Website is intended solely for individuals who are 13 years of age or older. Any registration by anyone under age 13 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Website, you represent and warrant that you are 13 years of age or older and that you agree to abide by these Terms of Use.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so that you are aware of any changes, as they are binding on you.

ACCESSING THE WEBSITE AND REGISTRATION

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or the entire Website to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

In order to use certain features of the Website, such as seeking product or services information, you may be required to provide certain information about yourself, such as your e-mail address, your company name, your company's mailing address and your work telephone number. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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COPYRIGHT COMPLAINTS

Complaints that any material posted on the Website infringes a third party copyright generally are governed by the Digital Millennium Copyright Act ("DMCA") which specifies certain procedures that must be followed by the complaining party and the Company. These procedures are detailed below and must be followed by any party seeking to have allegedly infringing content removed (or contesting such removal) from the Website. Please note that all statements and representations made in the notice and counter-notice below are made under oath and that any false statements or material misrepresentations may subject the party making such statements to liability, including prosecution for perjury.

A. Notice and Take-Down Request. If you are a copyright owner and believe that any content on the Website infringes upon your copyrights, you may submit a notification pursuant to the DMCA by providing our Copyright Agent with the following information in writing (see 17 U.S.C. Section 512(c)(3) for further detail):

- A physical or electronic signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works;

- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit the Company to locate the material (for instance, by supplying the URL of the page within the Website where the material that is the subject of the notice is located);
- Information sufficient to permit the Company to contact you, such as a name, address, telephone number, and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner whose work or works are being infringed.

The Company's designated Copyright Agent to receive notifications of claimed infringement may be reached at the following e-mail and physical address:

copyrightagent@foxguardsolutions.com, 2285 Prospect Drive NE, Christiansburg, VA 24073

You acknowledge that if you fail to comply with all of the requirements of this Section A, your DMCA notice may not be valid. Please note that if you submit a false claim or materially misrepresent that content on the Website is infringing, you may be liable for damages, including court costs and attorneys' fees.

Upon receiving a proper notification of alleged copyright infringement as described in this Section A, we will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the DMCA statutory counter-notification procedure described below in Section B by which the alleged infringer may respond to your claim and request that we restore this material.

B. Counter-Notice. If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content at issue, you may send a counter-notice containing the following information to the Company's Copyright Agent at the physical and/or e-mail address set forth in Section A above:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location within the Website at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in which your address is located, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that the Company may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Company's sole discretion.

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The Website may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, visitor or registered user communications. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or at the Website or any combination thereof, including injury or damage to the computer of any registered user or visitor or other hardware or software, related to or resulting from using or downloading materials in connection with the Website. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any content posted by visitors, or personal injury or death, resulting from anyone's use of the Website or any content posted on or through the Website or transmitted to visitors, or any interactions between visitors to the Website, whether online or offline.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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APPLICABLE LAW

You agree that the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, will govern your use of the Website and these Terms of Use and any dispute or claim of any sort that might arise therefrom or related thereto between you and the Company or its affiliates. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be brought exclusively in the federal or state courts located in Roanoke, Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

INDEMNITY

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with these Terms of Use, your use of the Website, your conduct in connection with the Website or with other visitors to the Website, or any violation of any law or the rights of any third party.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.