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# LSAS Tec - Terms of Use

## 1. Scope

LSAS Tec (hereinunder "LSAS Tec" or "We") owns and operates the LSAS Tec Website. The LSAS Tec Website allows you (hereinunder "You" or "Your") and other users (hereinunder "User" and collectively, "Users") to access LSAS Tec products and services, find information about LSAS Tec, purchase and/or research LSAS Tec products and services, obtain support for LSAS Tec software and services, share information with LSAS Tec and third parties, post comments, blog, provide reviews, and engage in conversations and activities related to LSAS Tec products and services. The LSAS Tec Website also includes information created and/or licensed by LSAS Tec including but not limited to, text, images, trainings, whitepapers, webinars, graphics, audio and video, software, and other information (collectively "Content"). These Terms of Use (hereinunder "Terms") govern your access to and use of our services, products and platform, including our various websites, APIs, email notifications, applications, and other services that link to these Terms (collectively "Services"). Your use of our Services is also subject to LSAS Tec Privacy Policy. By using the Content and Services you agree to be bound by these Terms, even if you are accessing our Services on behalf of a company.

## 2. Acceptance

Your access and use of the LSAS Tec Website is subject to and governed by these Terms and any other additional disclaimers, legal notices, agreements, or terms and conditions that may apply. If there is a conflict between these Terms and any additional terms, the additional terms shall control. By agreeing to the Terms and Conditions as part of a registration process or by using any LSAS Tec Website, you accept and agree to abide by these Terms.

## 3. Change of Terms

LSAS Tec reserves the right to modify these Terms at any time without notice. Any changes to these Terms will be effective immediately upon posting on this page, with an updated effective date. By accessing an LSAS Tec Website after any changes have been made, You signify your agreement to the updated Terms.

## 4. Registration and Password

Some of the LSAS Tec Website and Content requires that You register or otherwise provide certain information prior to gaining access. Such information may include personal data, such as your name, email address, location, and telephone number. LSAS Tec will process such information in accordance with the LSAS Tec Privacy Policy. You are responsible for and agree to provide LSAS Tec with complete, accurate, and current information. You can correct or update Your information as needed.

You are solely responsible for the usage and security of Your password and any activities that occur under Your account. You shall not use the account of anyone else at any time. If and to the extent that You become aware that third parties are misusing the Content, You shall notify LSAS Tec thereof without undue delay.

## 5. Requirements

Access to the LSAS Tec Website is only available via an internet connection. You may require appropriate user identification to gain access and all names must be provided to LSAS Tec as needed. Once access is established, an access notification will be provided to the contact identified in the order form or to the registrant. Delivery shall be deemed complete when LSAS Tec provides confirmation of access by email. To the extent applicable, access duration shall be as identified on the order. LSAS Tec reserves the right to exclude any participant: (i) who does not fulfill such prerequisites, (ii) behaves in disorderly conduct or fails to observe any of LSAS Tec 's rules of participation, as applicable. No refund of fees shall be paid to You in such circumstances.

## 6. Confidentiality and Ownership

The LSAS Tec Website and all Content provided therein, inclusive of any commercial, technical information, and documentation which relate to foregoing are solely owned by and hereby reserved by LSAS Tec and its partners, as applicable. You acknowledge and agree that the LSAS Tec Website and Content may not be (i) used for Your commercial use, (ii) produced or copied in any form or by any means or translated into another language without the prior written consent of LSAS Tec , (iii) distributed to non-licensed users, and (iv) disassembled, decompiled, reverse-engineered, copied, translated, or used to make derivative works, or (v) used in any manner that could damage, disable, overburden, or impair the LSAS Tec Website, related servers or networks. You may not attempt to gain unauthorized access to LSAS Tec Website, servers, or networks, through hacking, password mining or any other unauthorized means.

## 7. Feature Requests and Product Improvements

You acknowledge and agree that any interaction with or feedback provided to LSAS Tec , either directly stated or implied, may be used by LSAS Tec to improve LSAS Tec products and services in the future. LSAS Tec shall be the sole owner of any and all developments, modifications, enhancements, changes or new proprietary information or intellectual property that is developed in relation to any LSAS Tec software or related services (“Improvements”), including, without limitation, comments or feedback (“Feedback”) that is provided by You to LSAS Tec . LSAS Tec shall have all rights associated with any such Improvements and Feedback without recourse of reference to You.

## 8.Data Privacy

To provide access to LSAS Tec Website and Content, LSAS Tec may process certain information that identifies or is identifiable to You (“Personal Data”). LSAS Tec processes such Personal Data: (i) as a data controller on the legal basis of its legitimate interests to ensure compliance with these Terms; (ii) to, provide You access to LSAS Tec Website; (iii) to address customer support questions and concerns; and (iv)for LSAS Tec ’s own analytics and product improvement purposes. When providing Personal Data via the LSAS Tec Website, provide only the information necessary for your purpose and do not put Personal Data into any free-form text box unless requested. For additional information on how LSAS Tec processes Personal Data, please see the LSAS Tec Privacy Policy.

## 9. Export

You may not access, download, use or export the Services, or the Content in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the Services or Content of LSAS Tec in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the Services of LSAS Tec outside the U.S. Neither the Services of LSAS Tec nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms, you agree to the foregoing and 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.

## 10. Governing Law and Jurisdiction

These Terms shall be governed and construed under the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws' provisions thereof. Any dispute arising out of, from or in relation to the subject matter of these Terms shall be subject to sole and exclusive jurisdiction of courts in the Commonwealth of Pennsylvania. No class action shall be permitted under these Terms. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THE BINDING CONTRACT BASED ON THESE TERMS, YOU AND LSAS Tec ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## 11. Trademark Information

"LSAS Tec " is a trademark of LSAS Tec Corp. "LSAS Tec " and the trademarks, logos and service marks (the "Marks") displayed on the [www.lsa-tec.com](http://www.lsa-tec.com) site are the property of LSAS Tec Corp., or of their respective third-party owners. Use of the Marks is not permitted absent prior written consent of LSAS Tec or of the respective third-party owner.

## 12. Warranty Disclaimer

Neither LSAS Tec nor its affiliates, licensors, or suppliers makes any representations or warranties concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our affiliates, licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of any services or products now or in the future offered or purchased through the Services. Any products and services now or in the future purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without warranty of any kind from LSAS Tec or others (unless, with respect to such others, only as provided expressly and unambiguously in writing by a designated third party for a specific product).

## 13. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL LSAS Tec (OR ITS LICENSOR(S) OR SUPPLIER(S)) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE

AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO LSAS Tec IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 14. Indemnity

To the fullest extent allowed by applicable law, you agree to indemnify and hold LSAS Tec , its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

## 15. Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without LSAS Tec 's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

## 16. Miscellaneous

To the extent applicable, you will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that LSAS Tec may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and LSAS Tec agree that these Terms are the complete and exclusive statement of the mutual understanding between you and LSAS Tec , and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of LSAS Tec , and you do not have any authority of any kind to bind LSAS Tec in any respect whatsoever. You and LSAS Tec agree there are no third-party beneficiaries intended under these Terms.

## 17. Legal Contacts

If you have any questions concerning the usage or licensing of LSAS Tec's trademarks or copyrights, or use of the Services in general, please contact the LSAS Tec Legal Department by email at [legal@lsas-tec.com](mailto:legal@lsas-tec.com)