

TERMS OF USE

Last revised on September 14, 2009

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

The TEGRIS Fire™ System (the Services”) is operated by TEGRIS Fire Protection, Inc. and its corporate affiliates (collectively, “us”, “we” or “the Company”). By accessing or using the Services through the Services Web site (the “Site”) at www.tegrisinc.com, you the user in your own name or the entity you are authorized to represent (the “User”) signify that you have read, understand and agree to be bound by these Terms of Use (“Terms of Use” or “Agreement”), whether or not you use any or all of the Services. If you are an entity, by accepting these Terms of Use, you confirm (through your duly authorized representative) that you are a corporation, partnership or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these Terms. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Notwithstanding the foregoing, we may elect to notify you of any changes to these Terms of Use by email and you hereby consent to receipt and acceptance of same. Your continued use of the Services or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Services or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

ELIGIBILITY

The use of this Site and/or the Services is void where prohibited. This Site is intended solely for Users authorized by Company.

REGISTRATION DATA; ACCOUNT SECURITY

In consideration of your use of the Services or Site, you agree to (a) provide accurate, current and complete information about you or your business as may be prompted by any registration forms on the Site (“Registration Data”); (b) maintain the security of any password and identification, including, but not limited to, not providing, allowing, or making available to third-parties with or without your authorization your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account whether by your own actions or actions of others using your password and identification.

SERVICES

You acknowledge and understand that Company is providing you access to the Services and the Site. Please read carefully the Services offered to you through the Site and the Services you decide to pay for and use. The Services are subject to these Terms of Use. Certain of the Services may also be located on third party Web sites or applications, via a link, click-through advertising, or otherwise. Nothing contained in any of Services is an offer or promise to sell a specific product for a specific price or that any advertiser will sell any product or service for any purpose or price or on any specific terms. In addition, Company does not make any representation or warranty with respect to such third party services, and is not responsible for their accuracy, sufficiency, veracity, completeness, or timeliness. You are responsible for confirming the sufficiency and reliability of any third party services, and you hereby release Company, its officers, directors, employees, agents and affiliates from any and all claims, demands, liability and damages (actual or consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your use of the Services. Please note that you may be subject to additional and/or different terms, conditions, and privacy policies when you use third party services, content or Web sites.

CONSENT AND AUTHORIZATION

You consent and hereby authorize Company, its employees and agents to act on your behalf as necessary to provide you any Services you have agreed to use or you have purchased, including the use of any information we collect about you in compliance with our [Privacy Policy](#). To the extent that any laws in any jurisdiction require your written authorization for any reason in the provision of the Services to you by us, you agree that your consent to these Terms and Conditions shall be conclusive evidence of your authorization for Company to act as your attorney-in-fact or personal representative and in the event that Company requests any further documentation in support of proof of your authorization, you agree you shall timely provide the same as requested by Company.

TERMINATION

Company may terminate your access to the Service and the Site at any time, with or without cause. In the event of termination by Company without cause, Company will refund to you any charges for services that have not been provided.

INTELLECTUAL PROPERTY

Trademarks

TEGRIS Fire and other Company graphics, logos, Site designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company. All other trademarks are owned by the respective owners.

Copyright

All copyright rights in the Site content, and the selection, coordination, and arrangement of the content, are owned by Company or Company's third-party licensors to the full extent provided under the United States Copyright Act and all international copyright laws. Unless otherwise permitted hereunder, under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the contents of the site for any purposes

Copyright Complaints:

The Digital Millennium Copyright Act of 1998 and as amended (the "DMCA") provides recourse for copyright owners who believe that their rights under U.S. copyright law have been infringed on the Internet. Under the law, copyright owners who believe that their rights have been infringed by unauthorized use of their protected works appearing online may contact the service provider hosting the material in question, directly or through their authorized agents, and request that the infringing material be removed or access to it disabled.

Reporting infringement

The Company takes allegations of copyright infringement very seriously. If you believe in good faith that any material on the Site infringes your copyright, you may submit a written notification of claimed infringement to our designated agent:

Address: TEGRIS Fire Protection, Inc..
Copyright Infringement Notice Administrator
5202 Olympic Drive NW
Gig Harbor, WA 98335

NOTE: No other notices or communications should be sent to the designated agent, who is appointed solely for the purpose of receiving notices of copyright claims under the DMCA.

Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. Sec. 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

- Signature of copyright owner or person authorized to act on behalf of the owner;
- Identification of copyrighted work claimed to be infringed;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law;

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

Please be aware that there are substantial penalties for false claims.

Submitting a counter notification

If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to the service provider's designated agent. A valid counter notification is a written communication that incorporates the following elements:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found, and that you will accept service of process from the complainant.

More information

This information should not be construed as legal advice. We advise that you seek independent legal counsel before filing a notification or counter-notification.

For further information about the DMCA, please visit the Web site of the U.S. Copyright Office at: <http://www.copyright.gov/onlinesp>

PRIVACY

We care about the privacy of our Users. By using the Site or the Services, you are consenting to have your personal data transferred to and processed in the United States. To view the Company's Privacy Policy please see <http://www.tegrisinc.com/legal/privacy>.

DISCLAIMERS

Except as provided under contractual agreement, the Company is not responsible or liable in any manner for your use of any Services or any services offered by a third party. 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 any Services you may use. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to your computer related to or resulting from your use of the Services.

THE SITE AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY

DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICES. COMPANY DOES NOT REPRESENT OR WARRANT THAT CONTENT OR MATERIALS ON THE SITE ARE ACCURATE, COMPLETE, AND RELIABLE.

Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

LIMITATION ON LIABILITY

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICES, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION. YOU AGREE THAT THIS LIMITATION OF LIABILITY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATED TO OR REGARDING ANY SERVICE PROVIDED TO YOU BY COMPANY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend and indemnify Company, and its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of: (a) your breach of this Agreement or the documents referenced herein; (b) your violation of any law or the rights of a third party; or (c) your use of this Site.

GOVERNING LAW; VENUE AND JURISDICTION

By visiting or using the Site and/or the Services, you agree that the laws of the State of Washington, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. Should for whatever reason any disputes or claims not be subject to the DISPUTE RESOLUTION/ARBITRATION policy (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Washington, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Washington.

DISPUTE RESOLUTION/ARBITRATION

YOU AND COMPANY AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE SITE TERMS OF USE, THE SITE AND/OR THE SERVICES (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICES) SHALL BE FINAL AND BINDING ARBITRATION, except that, to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate the Company's patent, copyright, trademark or trade secret rights, Company may seek injunctive or other appropriate relief.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Services (including your visit to or use of the Site and/or the Services) be instituted more than two (2) year after the cause of action arose.

COMPLIANCE WITH LAW

As a condition of your use of the Service or access to the Site you will comply with all applicable laws, rules and regulations in your use of the Service or access to the Site. If Company is notified of or has any reason to suspect that you are violating any applicable law, rule or regulation, Company may investigate the allegation and determine in its sole discretion whether to notify the proper authorities and/or terminate your access to the Service. Company may disclose any of your electronic communications of any kind to satisfy any law, regulation, or government request; or if such disclosure is necessary to protect the rights or property of Company or any a third party.

OTHER

Miscellaneous

These Terms of Use constitute the entire agreement between you and Company regarding the use of the Site and/or the Services, superseding any prior agreements between you and Company relating to your use of the Site or the Services. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Site or information provided to or gathered by us with respect to such use. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the others Terms of Use and shall not affect the validity and enforceability of any remaining provisions. You may not assign or transfer these Terms of Use under any circumstances, by operation of law or otherwise. Any rights not expressly granted herein are reserved.

Force Majeure

Company will not be responsible for failure to provide, or for delay in providing Services or access to the Site when such failure or delay is caused by conditions beyond its control, including but not limited to labor disturbance and strike, rebellion, terrorist action, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, acts of God, or where rendering Service or access to the Site is prohibited by local law or regulations.