

ICAITE INCORPORATED

TERMS AND CONDITIONS OF USE

WEBSITE & COPYRIGHTED MATERIALS

Terms of Use

By using this Web site or service, you signify your agreement to these Terms and Conditions. **If you do not agree to these Terms and Conditions, do not use this Web site or service.** ICAITE INCORPORATED may modify these Terms and Conditions at anytime.

Restrictions on Use of Materials and Intellectual Property Rights

This Web site or service and all of ICAITE Incorporated's products, trade names, marks, and logos are protected by copyright and other intellectual property laws, and all intellectual property rights therein belong to ICAITE INCORPORATED, and/or its affiliates and/or its suppliers. Any textual or graphic material you copy, print, or download from this Web site or service is licensed to you by ICAITE INCORPORATED for your personal, non-commercial home use only, provided that you do not change or delete any copyright, trademark or other proprietary notices.

You should assume that everything you see or read on the Web site or service (such as products, trademarks, logos, service marks, images, photographs, illustrations, text, testimonials and other materials - further referred to as "ICAITE Incorporated's Intellectual Property") is copyright and/or trademark protected. You may not sell, reproduce, distribute, modify, display, prepare derivative works based on, re-post or otherwise use any of ICAITE Incorporated's Intellectual Property in any way.

Furthermore, you may not use ICAITE Incorporated's Intellectual Property on any other Web site or service, in a networked computer environment or in any other medium for any purpose. ICAITE INCORPORATED reserves the right to terminate your access to this site and to use any of its intellectual property at any time.

Acknowledgement

Material on this Web site relative to Cisco is not sponsored by, endorsed by, or affiliated with Cisco Systems, Inc., Cisco, Cisco Systems, and the Cisco Systems logo are trademarks or registered trade marks of Cisco Systems, Inc. or its affiliates. All other trademarks are trademarks of their respective owners.

CCDA, CCDP, CCIE, CCIP, CCNA, CCNP, Cisco, Cisco IOS, Cisco Systems, and Networking Academy are registered trademarks or trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and certain other countries. All other trademarks mentioned in this document or Web site are the property of their respective owners.

Use of Content

By posting communications to or transmitting through the Web site or service, you thereby grant ICAITE INCORPORATED, a royalty-free, perpetual, irrevocable, transferable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such communication(s) alone, for marketing purposes, or as a part of other works in any form, media, or technology, whether now known or hereafter developed and to sublicense such rights to anyone.

Anything you transmit or post may be used by ICAITE INCORPORATED or licensed to others by ICAITE INCORPORATED for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting, or developing, manufacturing and marketing products using such information.

Conduct

As a user, you are responsible for your own actions, and the consequences of those actions. Proper conduct on the ICAITE INCORPORATED Web site includes refraining from posting material that is:

- Copyrighted, unless you are the copyright owner or have the permission of the copyright owner.
- Revealing of trade secrets, unless you own them or have the permission of the owner.

ICAITE INCORPORATED

- In violation of any law or infringing on any other intellectual property rights of others, or on the privacy or publicity rights of others.
- Obscene, sexually explicit, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity.
- An advertisement, promotional material, "junk mail," "Spam," chain letter, pyramid scheme or any other form of solicitation of business.

Users also must not 1) impersonate another person, 2) misrepresent their affiliation with any person or organization, 3) access the Web site to obtain a list of users of the Web site, 4) or use password protected, secure, or non-public areas of the Web site (or frames or links to the Web site).

ICAITE INCORPORATED does not represent or guarantee the truthfulness, accuracy, or reliability or any of communications posted by other users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk. ICAITE INCORPORATED does not screen communications in advance and is not responsible for screening or monitoring material posted by users.

ICAITE INCORPORATED has no liability or responsibility to you for performance or nonperformance of such activities. ICAITE INCORPORATED reserves the right to expel users and prevent their further access to the Web site or service for violating this Agreement or the law and the right to remove communications which violate the terms of this Agreement.

Disclaimers and Limitation of Liability

The materials in this Web site or service are provided "as is" and without warranties of any kind either express or implied. Moreover, any portion of the materials available on this Web site or service may include inaccuracies or typographical errors. Changes may be made, from time to time and without notice, to the materials available on this Web site or service, the Web site or service itself, and to the products described on this Web site or service.

To the fullest extent permissible pursuant to applicable law, ICAITE INCORPORATED disclaims all warranties, express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and security and title. ICAITE INCORPORATED does not warrant the accuracy, completeness or usefulness of any information contained on this Web site or service. ICAITE INCORPORATED does not warrant that the functions contained in the materials available on this Web site or service will be uninterrupted or error-free, that defects will be corrected, or that the materials, this Web site or service or the server that makes them available are free of viruses or other harmful components. You (and not ICAITE INCORPORATED) assume the entire cost of all necessary servicing, repair and correction.

Under no circumstances, including, but not limited to, negligence, shall ICAITE INCORPORATED be liable for any special or consequential damages that result from the use of, or the inability to use, Web site or service or any downloaded materials, even if ICAITE INCORPORATED or its representative has been advised of the possibility of such damages. In no event shall ICAITE Incorporated's total liability to you from all damages, losses, and causes of action (whether in contract, or otherwise) exceed the amount you paid to ICAITE INCORPORATED, if any, for products purchased on this Web site or service. Applicable law may not allow the exclusion of implied warranties, or the above limitations of liability, so the above exclusions may not apply to you.

Links to Other Web Site or services

ICAITE INCORPORATED makes no representation whatsoever regarding the content of any other Web site or services, which you may access from this Web site or service. When you access a third party's Web site or service, please understand that it is independent from ICAITE INCORPORATED and that ICAITE INCORPORATED has no control over the content on that Web site or service. A link to a third party's Web site or service does not mean that ICAITE INCORPORATED endorses or accepts any responsibility for the content or use of such Web site or service.

ICAITE INCORPORATED

Cancellation and Refund Policy

Because legal regulations vary from one governmental agency's jurisdiction to another, ICAITE INCORPORATED policies on issues such as cancellations and refunds may vary from location to location. Please be certain that you receive and understand the written policies that are in force for the location with which you conduct business.

General Provisions

This Web site or service is controlled and operated by ICAITE INCORPORATED from its offices within the State of New York, United States of America. ICAITE INCORPORATED makes no representation that materials in the Web site or service are appropriate or available for use in other locations. Those who choose to access this Web site or service from other locations do so on their own initiative and are responsible for compliance with any applicable national, state or local laws.

This agreement and the use of this Web site shall be governed by and construed in accordance with laws of the State of New York, United States of America, without giving effect to any principles of conflicts of law. If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Any legal action or proceeding relating to your access to, or use of, the Web site or service or ICAITE Incorporated's Intellectual Property on or through this Web site or any purchase of ICAITE INCORPORATED products on or through this Web site will be instituted in a state or federal court in New York. You waive any right you may have to move or dismiss or transfer on the basis of personal jurisdiction or venue, or for convenience of any party or witness. This is the entire agreement between the parties relating to the subject matter hereof and you agree to indemnify ICAITE INCORPORATED for any claims or damages resulting from your failure to abide by these terms and conditions.

ICAITE INCORPORATED