

## **Terms of Use Agreement**

**Please Carefully Read This Terms of Use Agreement Before Accessing the Alpenglo Mapping Website.**

Effective Date: This Terms of Use Agreement was last updated on January 7, 2009.

This Terms of Use Agreement sets forth the standards of use of the Alpenglo Mapping website. By using the Alpenglo Mapping's World Wide Web pages at <http://www.alpenglomapping.com/> (the "website") and all associated sites you (the "User") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at <http://www.alpenglomapping.com/>. Your continued use of the Alpenglo Mapping website after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

### **1. Disclaimer of Warranties.**

The site is provided by Alpenglo Mapping on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Alpenglo Mapping makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website in terms of its correctness, accuracy, reliability, or otherwise. Alpenglo Mapping shall have no liability for any interruptions in the use of this website. Alpenglo Mapping disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

### **2. Limitation of Liability**

**UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE ALPENGLO MAPPING WEBSITE OR MATERIALS OR FUNCTIONS ON THE ALPENGLO MAPPING WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT [INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE], OR OTHERWISE) WILL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE ALPENGLO MAPPING WEBSITE.**

### **3. Indemnification**

User agrees to indemnify and hold Alpenglo Mapping, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Alpenglo Mapping website, the violation of this Agreement, or infringement by User, or other user of the Alpenglo Mapping website using User's computer, of any intellectual property or any other right of any person or entity.

#### 4. Modifications to Website and Interruptions to Website Availability

Alpenglo Mapping reserves the right to modify or discontinue the website with or without notice to the User. Alpenglo Mapping shall not be liable to User or any third party should Alpenglo Mapping exercise its right to modify or discontinue the website. User acknowledges and accepts that Alpenglo Mapping does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### 5. Disclaimer Regarding Links to Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the content, availability, or safety of those sites and cannot guarantee that sites will not change without our knowledge, and the inclusion of such links in the Alpenglo Mapping website does not imply endorsement of the linked sites or their content, images, or additional links contained within any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said privacy policies of third-parties' sites which are not maintained by Alpenglo Mapping.

#### 6. Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Alpenglo Mapping makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Alpenglo Mapping makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

#### 7. Governing Jurisdiction of the Courts of the State of Washington

Our website is operated and provided in the State of Washington. As such, we are subject to the laws of the State of Washington and such laws will govern this Terms of Use, without giving

effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of Washington.

#### 8. Compliance with Laws.

User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use the website in any way that violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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#### 10. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Alpenglo Mapping designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

By Mail

Alpenglo Mapping  
PO Box 45015  
Seattle, WA 98145  
By Telephone: (206) 618-6679  
By Email: info@alpenglomapping.com

#### 11. Botnets

Alpenglo Mapping retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Alpenglo Mapping reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

#### 12. Destructive Devices

It is your responsibility to take precautions to ensure that your computer and network are protected from viruses, worms, trojan horses, adware, spyware, spam, malware or any other devices with destructive intent. In no event will Alpenglo Mapping be liable for any direct, indirect, incidental, special or consequential damages to you for the use of the Alpenglo Mapping website or for the downloading of files from the Alpenglo Mapping website.

#### 13. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Alpenglo Mapping, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a User. User agrees that by accepting this Terms of Use Agreement, User is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.