

TERMS AND CONDITIONS OF ACCESS

IMPORTANT – READ CAREFULLY: These Terms and Conditions of Access (these “Terms”) are a legal contract between you (a “User”) and Advanced Wireless, Inc. (“AWI”), for the use of this Internet Website (this “Website”). Access to and use of this Website by any User is subject to these Terms, including any modifications or additions to these Terms from time to time issued by AWI and all applicable laws and regulations. Accessing or using this Website indicates that User has reviewed these Terms, agrees to be bound by these Terms, and represents and warrants to AWI that User is authorized to enter into and be bound by these Terms on User’s behalf or on behalf of the entity that User represents.

1. General

- a) AWI maintains this Website to provide information about AWI and its products, and to facilitate the purchase of AWI products on this Website by registered Users. Access to this Website is limited to viewing the linked web pages solely for legitimate business purposes. Any access or attempt to access other areas of the AWI computer system or other information contained on the system for any purposes is strictly prohibited.
- b) Users understand and agree that this Website is provided “AS-IS” and AWI assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any User communications or personalization settings.

2. Changes in Terms; Termination

- a) AWI shall have the right at any time, and from time to time, without prior notice, to modify these Terms or to impose new terms and conditions with respect to access to or use of this Website. Such modifications and additions shall be effective immediately upon posting to this Website. Notice may be given by any means, including, without limitation, posting the modified or additional terms and conditions on this Website. Any access or use of this Website by a User after notice of modifications or additions to these Terms shall constitute and be deemed to be such User’s agreement to such modifications or additions.
- b) AWI also shall have the right to modify or discontinue, temporarily or permanently, this Website, any products offered by AWI through this Website, or any User’s right to access or use any portion of this Website, in AWI’s sole discretion, at any time and without prior notice. User acknowledges and agrees that AWI shall not be liable to User or to any third party for any modification, suspension or discontinuance of this Website or any products offered by AWI through this Website.

3. Website Use

- a) Registration. Users that wish to buy products using this Website must register on this Website. AWI may accept or reject any request for registration in its sole discretion. User represents and warrants that the information provided when registering is accurate, complete and current as of the date submitted and that User will update such information from time to time as necessary. User is solely responsible for maintaining the security of its user name and password. User may not disclose its user name or password to any third party (other than third parties authorized by the User to use the User’s account) and is solely responsible for any use of or action taken under its user name and password on this Website. User is responsible for changing its user name and password if either is compromised. User agrees that AWI, in its sole discretion, may terminate User’s password or account or use of this Website for any reason, including, without limitation, for lack of use, or if AWI believes that User has violated or acted inconsistently with the letter or spirit of these Terms. User agrees that any termination of User’s password or account or use of this Website may be effected without prior notice, and acknowledges and agrees that AWI may immediately deactivate or delete User’s account and all related information and files and/or bar any further access to such information and files. Further, User agrees that AWI shall not be liable to User or any third-party for any termination of User’s access as provided herein.

- b) General. User agrees that it will not republish, reproduce, sell, resell, distribute (through linking or framing or otherwise) or make any commercial use of this Website, or any of the information available through this Website.
- c) Use. User agrees that while using this Website, User will not transmit or post on this Website: (i) any message under a false name; (ii) any unlawful, libelous, defamatory, threatening, abusive, harassing or otherwise objectionable information of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise under any applicable law; (iii) any record, document or information that discloses private or personal matters concerning any person, including, but not limited to, messages or information which would violate a persons rights of privacy or publicity; (iv) any record, document, information, file or software that contains a virus, worm, Trojan Horse or any other contaminating or destructive features; or (v) any record, document, information, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets, confidential or other proprietary information, or use of trademarks or service marks in an infringing fashion. Additionally, User agrees that while using this Website, User will not interfere, in any way, with other's use of or access to this Website, or take any action that imposes an unreasonable or disproportionately large load on this Website infrastructure.
- d) Compliance With Laws. User agrees to comply with all applicable laws, statutes and regulations regarding use of this Website. User may not register under a false name, impersonate any other User, use an invalid or unauthorized credit card or use another User's password. AWI may report fraudulent conduct to law enforcement authorities, and AWI will cooperate to ensure that violators are prosecuted to the fullest extent of the law. In addition, AWI reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. In order to cooperate with governmental requests, to protect AWI's systems and customers, or to ensure the integrity and operation of AWI's business and systems, AWI may access and disclose any information it considers necessary or appropriate, including, without limitation, User contact details, IP addressing and traffic information, usage history and posted content.

4. Product Availability

All products displayed on this Website are available for delivery only within the United States and Canada. All prices are quoted in U.S. Dollars and are valid and effective only in the United States. AWI reserves the right, without prior notice, to discontinue or change specifications on any products offered on this Website without incurring any obligations to User or any third party. The Terms of Purchase contain AWI's conditions of sale. Placement of an order shall be deemed acceptance of the Terms of Purchase which are hereby incorporated herein.

5. Confidentiality and Privacy

AWI holds the confidentiality of its Users in the highest regard and will take all commercially reasonable measures not to disclose information about any User or User's communications to any other party, except when AWI believes in good faith that such action is reasonably necessary: (a) to comply with applicable law or with legal process; (b) to enforce these Terms; (c) to respond to claims that any content violates the rights of third parties; or (d) to protect the legitimate interests of AWI or others.

6. Privacy Statement

AWI respects the privacy of personally identifiable information about visitors to this Website such as names or e-mail addresses. AWI does not sell, rent, or give personally identifiable information about visitors to this Website to third parties except as specified in Section 5.

7. Website Improvements

User hereby agrees that any recommendations made by User for the improvement of this Website shall be the sole property of AWI, and that any recommendations submitted to AWI via this Website by User will be deemed a grant of a royalty free non-exclusive right and license to use, reproduce, modify, display, transmit, adapt, publish, translate, create derivative works from and distribute such recommendations worldwide in any medium and through any methods of distribution, transmission and display whether now known or hereafter devised. Additionally, by submitting such recommendations, User expressly waives any "moral rights" User may have in the recommendations.

8. Website Content

- a) The information and materials posted on this Website by AWI may contain errors, omissions, or typographical errors or may be out of date. AWI may change, delete, or update any information or materials posted by AWI at any time, from time to time, without prior notice. The information and materials posted on this Website by AWI are provided for informational purposes only and are not binding on AWI in any way except as otherwise expressly agreed to in writing by AWI.
- b) Links and references to other Internet websites operated by third parties do not constitute sponsorship, endorsement, or approval by AWI of the content, policies, or practices of such linked or referenced websites. Linked and referenced websites are not operated, controlled, or maintained by AWI, and AWI is not responsible for the availability, content, policies, or practices of linked or referenced websites. Links and references to other websites are provided for User's convenience only, and User accesses them at User's own risk.

9. DISCLAIMER OF WARRANTY

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10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL AWI BE LIABLE TO USER OR ANY OTHER ENTITY OR PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR OTHER LEGAL THEORY, ARISING IN ANY WAY OUT OF OR IN ANY WAY RELATED TO, ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THIS WEBSITE OR ANY OTHER INTERNET WEBSITE OR THE CONTENTS OF THIS WEBSITE OR ANY OTHER INTERNET WEBSITE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SALES, OR GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR OTHER DATA ON COMPUTER SYSTEMS OR OTHERWISE, EVEN IF AWI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER AGREES THAT USER'S ONLY REMEDY FOR ANY USE OF OR DISSATISFACTION WITH THIS WEBSITE SHALL BE TO DISCONTINUE USE OF THIS WEBSITE.

11. Trademarks and Copyrights

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12. Indemnification

User agrees to defend, indemnify, and hold harmless AWI, its corporate partners, and their affiliates and related entities and their respective directors, officers, shareholders, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including, but not limited to, reasonable attorneys' fees and court costs), arising out of or relating to User's breach of these Terms or User's access to or use of this Website. The foregoing indemnification obligation shall survive termination of these Terms and this Website and any product or service provided to User arising out of or relating to User's use of this Website.

13. Miscellaneous

- a) Construction. The terms "herein", "hereof" and "hereunder" and other words of similar import refer to these Terms, and any agreement into which these Terms are incorporated by reference, including, without limitation, the Terms of Purchase as a whole and not to any particular provision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations.
- b) Entire Agreement. These Terms and the Terms of Purchase constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.
- c) Waiver. These Terms may be waived only in a writing signed by an authorized representative of AWI. No waiver by AWI of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, and the failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
- d) Severability. If any provision hereunder shall be unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable from the other provisions hereunder and shall not affect the validity and enforceability of any other provisions hereunder.
- e) Controlling Law/Legal Proceedings. Access to or use of this Website shall not be construed as AWI's purposeful availment of the privilege or benefits of doing business in any state or legal jurisdiction other than the State of Wisconsin, United States of America. User's agreement to these Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts or choice of laws principles. In any dispute arising hereunder or otherwise connected with this Website or these Terms, the parties hereto consent exclusively to personal jurisdiction in the applicable federal or state courts located in the State of Wisconsin and User waives any claim that venue is improper for any reason in these courts.
- f) Non-Assignment by User. These Terms shall be binding on the successors and assigns of the parties, including, but not limited to, the indemnity obligations set forth herein, but User may not assign, transfer or delegate its rights or obligations under these Terms without AWI's prior express written consent.
- g) Rights and Remedies Not Exclusive. No right or remedy conferred upon or reserved to AWI by these Terms shall be exclusive of any other right or remedy herein or by contract or law, and all rights or remedies conferred upon AWI by these Terms and by law shall be cumulative and in addition to any other right or remedy available to AWI.