

Terms of Use

This Web site is operated by Xpedium an NCS company. Throughout the site, the terms "we," "us" and "our" refer to Xpedium. Xpedium offers this Web site, including all information, tools and services available from this site, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies and notices stated here. Your use of this site constitutes your agreement to these Terms of Use.

Accuracy, Completeness and Timeliness of Information

Xpedium is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on the site. You agree that it is your responsibility to monitor changes to the site.

Use of Materials on the Site

All content on this site (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof), is the exclusive property of and is owned by Xpedium, its licensors or its content providers and is protected by copyright, trademark and other applicable laws. You may access, copy, download and print the material contained on the site for your personal and non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears on the material you access, copy, download or print. Any other use of content on the site, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the site, or use of the site for purposes competitive to Xpedium, is expressly prohibited. You agree to abide by all additional restrictions displayed on the site as it may be updated from time to time. Xpedium reserves the right to refuse or cancel any person's registration for this site, remove any person from this site or prohibit any person from using this site for any reason whatsoever. This includes Xpedium's GPS website which is launched from within this site for use by our customers. Xpedium, or its licensors or content providers, retain full and complete title to the material provided on the site, including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in Xpedium's sole discretion. Xpedium neither warrants nor represents that your use of materials on this site will not infringe rights of third parties not affiliated with Xpedium.

You may not use contact information provided on the site for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the site or to surreptitiously intercept any system, data or personal information from the site. You agree not to interrupt or attempt to interrupt the operation of the site in any way. Xpedium reserves the right, in its sole discretion, to limit or terminate your access to or use of the site at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which Xpedium may be entitled at law or in equity.

Materials You Submit

You acknowledge that you are responsible for any material you may submit via the site, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through this site any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the site.

If you do submit material, and unless we indicate otherwise, you grant Xpedium and its affiliates an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You further agree that Xpedium is free to use any ideas, concepts, know-how that you or individuals acting on your behalf provide to Xpedium. You grant Xpedium and its affiliates the right to use the name you submit in connection with such material, if they so choose. All personal information provided via this site will be handled in accordance with the site's online Privacy Policy. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Xpedium for all claims resulting from content you supply.

Conduct on the Site

Some features that may be available on this site require registration. By registering at and in consideration of your use of the site you agree to provide true, accurate, current and complete information about yourself.

Some features on this site require use of a password. You are responsible for protecting your password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your password. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, notify Xpedium immediately. Xpedium may assume that any communications Xpedium receives under your password have been made by you unless Xpedium receives notice otherwise.

You or third parties acting on your behalf are not allowed to frame this site or use our proprietary marks as meta tags, without our written consent. These marks include, but are not limited to, Xpedium, Numeric Computer Systems and NCS. You may not use frames or utilize framing techniques or technology to enclose any content included on the site without Xpedium's express written consent. Further, you may not utilize any site content in any meta tags or any other "hidden text" techniques or technologies without Xpedium's express written consent.

Links

This site may contain links to other Web sites, some of which are operated by Xpedium or its affiliates and others of which are operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites

and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. Xpedium is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites.

Trademarks and Copyrights

Trademarks, logos and service marks displayed on this site are registered and unregistered trademarks of Numeric Computer Systems, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission, except as otherwise described herein. Xpedium reserves all rights not expressly granted in and to the site and its content. This site and all of its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is protected as a compilation under the copyright laws of the United States and other countries.

DISCLAIMERS

YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. XPEDIUM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE SITE ARE NONINFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITE WILL BE SECURE; THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITE WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THIS SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM XPEDIUM OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY OF ANY KIND. XPEDIUM DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THIS SITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU

ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK AND THAT THE SITE IS MADE AVAILABLE TO YOU AT NO CHARGE. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER XPEDIUM NOR ITS AFFILIATES, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE, OR ANY OTHER SITE YOU ACCESS THROUGH A LINK FROM THIS SITE OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITE, XPEDIUM'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF XPEDIUM, ITS AFFILIATES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER XPEDIUM NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH XPEDIUM IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AND XPEDIUM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend and hold harmless Xpedium and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the site and any violation of these Terms of Use. If you cause a technical disruption of the site or the systems transmitting the site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Xpedium reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case; you agree to cooperate with Xpedium in the defense of such matters.

Jurisdiction and Applicable Law

The laws of the State of New York govern these Terms of Use and your use of the site, and you irrevocably consent to the jurisdiction of the courts located in the County of New York for any action arising out of or relating to these

Terms of Use. We recognize that it is possible for you to obtain access to this site from any jurisdiction in the world, but we have no practical ability to prevent such access. This site has been designed to comply with the laws of the State of New York and of the United States. If any material on this site, or your use of the site, is contrary to the laws of the place where you are when you access it, the site is not intended for you, and we ask you not to use the site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Changes to These Terms of Use

Xpedium reserves the right, at its sole discretion, to change, modify, add and or remove any portion of these Terms of Use, in whole or in part, at any time, by posting revised terms on the site. It is your responsibility to check periodically for any changes we make to the Terms of Use. Your continued use of the site after any changes to the Terms of Use or other policies means you accept the changes.

Entire Agreement and Admissibility

This agreement and any policies or operating rules posted on this site constitute the entire agreement and understanding between you and Xpedium with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place.

How to Contact Us

If you have any questions or comments about these Terms of Use or this site, please contact us by:

Calling us at (631) 486-9000

Writing us at:

Numeric Computer Systems, Inc.
275 Oser Avenue
Hauppauge, NY 11788

Thank you for visiting our site.