



Terms and Conditions for Use of This Site

This page contains legal information and disclosures concerning this website and its use

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General

WiTuners Ltd ("we", "our" and "us") maintains this site (the "Site") for your personal or commercial use and as a vehicle for sharing information. Your access to and use of the Site are subject to the following terms (the "Terms and Conditions") and all applicable laws and regulations. Please note that the Terms and Conditions may be periodically updated and modified, so please be sure to recheck them.

By accessing and using the Site, you accept, without limitation or qualification, the present Terms and Conditions. You also agree to so accept future updates and modifications of the

Terms and Conditions

•Proprietary rights

All trademarks, copyright, database rights and other intellectual property rights in the materials on the Site (as well as the organization and layout of the Site) together with the underlying software code are owned either directly by us or our licensors. Without our prior permission, you may not modify, alter, publish, broadcast, distribute, or sell any material on the Site or the underlying software code whether in whole or in part. However, the contents of the Site may be downloaded, printed or copied for your personal, commercial or non-commercial use.

•Disclaimer

The information on the Site has been provided in good faith but is for general information purposes only. It should not be relied on for any specific purpose and no representation or warranty is given as regards its accuracy or completeness. To the maximum extent permitted by law, we disclaim all implied

warranties with regard to the information, services and materials contained on the Site. All such information, services and materials are provided "as is" and "as available" without warranty of any kind. We and any other parties involved in creating, producing, or delivering the Site also assume no responsibility for, and shall not be liable for, any damages to or interference with equipment, programs, files, or other property (for example, from viruses) whether such damages are related to access or use of the Site or other locations accessible through the Site. Your sole remedy for dissatisfaction with or damage sustained in connection with the Site is to stop using the Site. Your permission to use the Site may automatically terminate without notice at our sole discretion.

•Limitation of Liability

In no event will we or any of our subsidiaries be liable to you for any damages whatsoever (including, without limitation, any direct, special, indirect, consequential, incidental, or punitive damages) arising out of or related to your access to, use of or inability to access the Site even if advised of the possibility thereof.

•Third-Party Sites

At various points throughout the Site you may be offered links to other internet sites relevant to a particular aspect of the Site. This does not indicate that we are necessarily associated with any of these sites or their owners. While it is our intention that you should find these other sites of interest, we shall not have any responsibility or liability of any nature whatsoever for these other sites or any information contained in them, none of which have been verified or endorsed by us. Your access and use of such sites remains solely at your own risk.

•Forward-looking statements

The Site may contain information about our past performance or practices. No such information should be used as an indicator of future performance or practices. The Site may also contain forward-looking statements that are based on current expectations or beliefs, as well as assumptions about future events. You can identify these statements by their use of words such as "will", "anticipate", "estimate", "expect", "project", "intend", "plan", "should", "may", "assume" and other similar words. You should not place undue reliance on our forward-looking statements, which are not a guarantee of future performance and are subject to factors that could cause our actual results to differ materially from those expressed or implied by these statements. Such factors include: aggressive competition; our ability to develop and commercialize new products and services; risks relating to the acquisition or sale of businesses; or reliance on third party manufacturers and suppliers; our exposure to liabilities for product defects; or reliance on proprietary technology; our ability to grow in e-commerce; our ability to attract and retain qualified personnel; risks of doing business internationally; and risks of downturns in the industries in which we participate; and other risks described from time to time in WiTuners Corporation's periodic reports and filings. We undertake no obligation to update our forward-looking statements, whether as a result of new information, future events or otherwise. No information contained on the Site constitutes or shall be deemed to constitute an invitation to invest in WiTuners Corporation.

•Information provided by you

Any communication or items you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, etc. may be treated as non- confidential, non-proprietary and may be freely used by us. Anything you transmit or post may be used by us without any obligation to you or any other party, for any purpose, including but not limited to electronic and non-electronic reproduction, disclosure, transmission, publication, distribution, broadcast and posting.

•Cookies

Certain identifying information with respect to visitors may be recorded by the standard operation of the Site, logs maintained by the Web server, and/or "cookies" stored on the visitor's computer. This information is primarily used to provide updates on Site information and to determine utility of Site features.

• International users and choice of law

The Site is not directed at any person in any jurisdiction where for any reason the publication or availability of the Site is prohibited. Those in respect of whom such prohibitions apply must not access the Site. We do not represent that any of the materials or information at the Site are appropriate for use or permitted by local laws in all jurisdictions. Those who access the Site do so by their own initiative and are responsible for compliance with applicable laws and regulations; legal advice should be sought in cases of doubt. These Terms and Conditions are governed by and shall be construed in accordance with the laws of Ohio.

•Changes to the site

We reserve the right to make any changes and corrections to the Site as and when we consider it appropriate and without notice.

•Miscellaneous

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term and Condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

Privacy and CAN-SPAM Compliance

At WiTuners we respect your right to privacy and we understand that, as a visitor to WiTuners.com, you prefer to control your own personal information and preferences. We may ask you to register or to provide personal information and preferences when you visit certain areas of WiTuners.com, download software, request information, submit feedback, register for events, purchase products through our e-commerce site, or subscribe to email news update system(s). We will guard the personal information

you share with us and will never, under any circumstances, sell or distribute your personal information to third-parties.

When you provide WiTuners with your name (or alias), e-mail address, mailing address, or telephone number, and you do not 'opt out,' WiTuners and WiTuners representatives and affiliates may use the provided information to alert you to product upgrades, special offers, updated information, classes, new services, and other WiTuners information. Representatives and affiliates may include value-added resellers and authorized training partners. Beyond its representatives and affiliates, WiTuners does not offer or allow the selling of any user-provided information to third parties. WiTuners complies with the CAN-SPAM Act of 2003 in all email communications. WiTuners respects the rights users give us when opting to receive e-mail communications and enforces internal policies to preserve those rights. It is our objective to retain the long-term ability to continue to communicate with our users.

If you choose not to register or provide personal information, you can still visit the public sections of WiTuners websites; however, you will not have access to areas that require personal identification. WiTuners uses the data collected from Web server logs and client-side cookies in aggregate form only and does not collect any personally identifiable information. Use of this information helps us better understand what users are seeking and learning at our Website(s) and helps us identify potential navigation issues. Our periodical newsletter and other email list mailings also reference the Email List Sources page that explains where we obtained each recipients email address.

The WiTuners Privacy Policy

WiTuners will always protect the personal information that you share with us. WiTuners stores information internally in a controlled, secure environment. We might occasionally hire other companies to provide limited services on our behalf, including packaging, mailing and delivering purchases, answering customer questions about products or services, sending postal mail and processing event registration. We will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose. Phone numbers, e-mail addresses, and postal addresses are never shared for demographic reports with outside entities. Though we make every effort to preserve user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on our Website.

WiTuners would like to receive your comments and questions about this Privacy Policy. Please address comments or questions regarding the WiTuners Privacy Policy to info@WiTuners.com or use our Feedback form. WiTuners may occasionally update, amend, or change this Privacy Policy based on user

feed back and as needed or appropriate. If we decide to materially change our privacy policy, we will post those changes to this privacy statement.

We will use information in accordance with the privacy policy under which the information was collected. Users will always have a choice as to whether or not we use their information in accordance with, and in respect to, the posted privacy policy.

Links

WiTuners websites may contain links to other sites. WiTuners assumes no responsibility for the content or the privacy policies and practices of such websites. WiTuners encourages you to read the privacy statements of these linked sites; their privacy practices may differ from ours.