

Terms and Conditions

Last updated: 21 May, 2018

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.exactpro.com and its subdomains ("Website", "Websites") operated by EXACTPRO SYSTEMS LIMITED ("us", "we", or "our").

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Website.

By accessing or using the Website you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Website.

Links To Other Web Sites

Our Website may contain links to third-party web sites or services that are not owned or controlled by EXACTPRO SYSTEMS LIMITED.

EXACTPRO SYSTEMS LIMITED has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that EXACTPRO SYSTEMS LIMITED shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Indemnification

You agree to defend, indemnify and hold harmless EXACTPRO SYSTEMS LIMITED and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Website, or b) a breach of these Terms.

Limitation Of Liability

In no event shall EXACTPRO SYSTEMS LIMITED, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Website; (ii) any conduct or content of any third party on the Website; (iii) any content obtained from the Website; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Website is at your sole risk. The Website is provided on an "AS IS" and "AS AVAILABLE" basis. The Website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

EXACTPRO SYSTEMS LIMITED its subsidiaries, affiliates, and its licensors do not warrant that a) the Website will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Website is free of viruses or other harmful components; or d) the results of using the Website will meet your requirements.

Exclusions

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will EXACTPRO SYSTEMS LIMITED ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Website, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by EXACTPRO SYSTEMS LIMITED or any person for whom EXACTPRO SYSTEMS LIMITED is responsible, and even if EXACTPRO SYSTEMS LIMITED has been advised of the possibility of such loss or damage being incurred.

Governing Law

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Website, and supersede and replace any prior agreements we might have between us regarding the Website.

Changes

We will let you know, via a prominent notice on our Websites during the first visit after the changes are made, about the change becoming effective, and will update the "effective date" at the top of this Terms.

By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the Website.

Privacy Policy and Cookie Policy

Please refer to our Privacy Policy <https://exactpro.com/privacy-policy> and Cookies Policy <https://exactpro.com/cookies-policy>. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the Website.

Contact Us

If you have any questions about these Terms, please contact us:

- By email: info@exactpro.com
- By visiting this page on our corporate website: www.exactpro.com