Terms of Use

Application and Acceptance of Terms

The following terms and conditions of use (these “Terms of Use”) are terms of a legal agreement between you and Visual Computer Solutions (VCS) and govern the terms and conditions of your use of and access to the VCS website, its software products and services. By accessing, browsing and/or using the website, its software products and services, you acknowledge that you have read, understood and agreed to be bound by these Terms of Use and to comply with all applicable laws and regulations.

The Visual Computer Solutions (VCS) website and its software products and services are controlled and operated by Visual Computer Solutions (VCS) from its corporate offices within the United States. Visual Computer Solutions (VCS) makes no representation that materials within its website, as well as its software products and services are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access the website, as well as VCS software products and services from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Terms of Purchase and Sale

These Terms of Use govern your access to and usage of the Visual Computer Solutions (VCS) website, its software products and services. Additional terms and conditions may apply to your purchase and/or use of Visual Computer Solutions (VCS) software products and services as set forth in the Terms and Conditions document presented at time of sale. You acknowledge and agree that your rights and responsibilities will be governed by such other terms and conditions. In the event there is a conflict between these Terms of Use and the terms and conditions provided in the applicable agreement for any product or service offered through the Site, the terms of such other agreement shall govern.

License and Use Restrictions

Except as otherwise provided on the Site, all rights, title and interest (including all copyrights, trademarks and other intellectual property rights) belong to Visual Computer Solutions (VCS). Except as expressly provided above, nothing on its website or within its software products or services shall be construed as conferring any license or right under copyright, trademark or other intellectual property rights. Except as stated herein, none of the material or information on the website, as well as its software products and services may be modified, altered, copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including,
but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Visual Computer Solutions (VCS). You may not use the website, Visual Computer Solutions (VCS) or software products and services or any of the material or information contained for any unlawful purpose or any purpose prohibited by these Terms of Use, nor may you use the website, Visual Computer Solutions (VCS) software products and services to solicit any illegal activity or any activity that may infringe upon the rights of others. You also may not, without Visual Computer Solutions (VCS) permission, "mirror" any material contained on the website, Visual Computer Solutions (VCS) software products and services on any other server. Any unauthorized use of any material contained may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Copyright Information

The materials and information contained on the website as a Visual Computer Solutions (VCS) software products and services, including, but not limited to, the text, graphics, photographs, artwork, icons, images, logos, audio, video, downloads, data and compilations, belong to Visual Computer Solutions (VCS) and is protected by applicable law, including, but not limited to, United States and international copyright law and regulations.

Disclaimers

The Site and all information and material contained on the website as well as Visual Computer Solutions (VCS) software products and services are provided on an “as is” and “as available” basis. Any software made available is warranted only according to the additional terms and conditions that accompany the software. Visual Computer Solutions (VCS) makes no other representations or warranties of any kind whatsoever and disclaims all other warranties and representations, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular use or purpose, accuracy, noninfringement or operation. Visual Computer Solutions (VCS) does not guarantee the website, its software products and services and the material and information contained within will be without error or defect. You agree that you take full responsibility for your use of the website, as well as Visual Computer Solutions (VCS) software products and services.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL VISUAL COMPUTER SOLUTIONS (VCS) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THE SITE, EVEN IF VISUAL COMPUTER SOLUTIONS (VCS) OR A VISUAL COMPUTER SOLUTIONS (VCS)-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF MATERIALS FROM THE SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF DATA, YOU ASSUME ANY AND ALL COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR
LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Indemnification**

You agree to indemnify, defend, and hold harmless Visual Computer Solutions (VCS) and its parent companies, affiliates, subsidiaries, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorneys’ fees, brought by a third party arising out of or related in any way to your use of the website as well as Visual Computer Solutions (VCS) software products and services, violation of these Terms of Use, violation of any law or regulation, or violation of any proprietary or privacy right.

**Privacy**

Visual Computer Solutions (VCS) Privacy Policy will apply to your use of the website as well as Visual Computer Solutions (VCS) software products and services. The terms of Visual Computer Solutions (VCS)’ Privacy Policy are made a part of these terms; please review Visual Computer Solutions (VCS)’ Privacy Policy and related information about your privacy and Visual Computer Solutions (VCS)’ use of your information by clicking on the Privacy Policy link on this Site. You acknowledge and agree that you are responsible at all times for maintaining the confidentiality and protection of your account and password information if such information is applicable to your usage. You are also responsible for adequately restricting the use and access to your computer, smartphone, or other device used to access the website as well as Visual Computer Solutions (VCS) software products and services and all activity that occurs under your account due to your failure to protect such information.

**Export Controls/Legal Compliance**

None of the software or underlying information or technology available on the Site may be downloaded or otherwise exported or re-exported in violation of the laws and administrative regulations of the United States or any other applicable jurisdiction; or to anyone on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By downloading, installing or using the software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country.

**Our Transmissions**

Any material, information or idea you transmit to or post on the website by any means will be treated as nonconfidential and nonproprietary, and may be disseminated or used by Visual Computer Solutions (VCS) or its affiliates for any purpose whatsoever, including, but not limited to, developing and marketing products. Visual Computer Solutions (VCS) may monitor, record or otherwise capture and maintain a record of your site session for quality control or other purposes. Notwithstanding the foregoing, all personal data provided to or captured by Visual Computer Solutions (VCS) online will be handled in accordance with Visual Computer Solutions’ (VCS) Privacy Policy. You
are prohibited from posting or transmitting to or from the website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Hyperlink Disclaimers

As a convenience to you, the website may provide links to other websites operated by other entities (collectively, the “Linked Sites”). If you use any Linked Site, you will leave the website. If you decide to visit any Linked Site, you do so at your own risk. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled or otherwise governed by Visual Computer Solutions (VCS). The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored or endorsed by Visual Computer Solutions (VCS). Visual Computer Solutions (VCS) does not endorse or make any representation regarding or warrant any information, goods and/or services appearing or offered on any Linked Site. Links do not imply that Visual Computer Solutions (VCS) or the website sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the Linked Sites, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of Visual Computer Solutions (VCS) or any of its affiliates or subsidiaries. Visual Computer Solutions (VCS) is neither responsible for nor will it be liable under any theory based upon any Linked Site, any information or content found on any Linked Site, or any site linked to or from any Linked Site.

Governing Law

You agree that any claim relating to the website as well as Visual Computer Solutions (VCS) software products and services and the materials contained within and related to your access and use of the website as well as Visual Computer Solutions (VCS) software products and services will be governed by the laws of the state of New Jersey without regard to conflicts of laws principles. You agree to submit to the personal and exclusive jurisdiction of the courts located within Monmouth County, New Jersey.

Term of Use Revisions

Visual Computer Solutions (VCS) may at any time revise these Terms of Use by updating this posting. By using the website as well as Visual Computer Solutions (VCS) software products and services, you agree to be bound by any such revisions and should, therefore, periodically visit this page to determine the then current Terms of Use to which you are bound.