

STRATEGIC VISION, INC. TERMS OF USE

Legal Information & Notices

Ownership of Site; Agreement to Terms of Use

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SVI reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, SVI grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

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You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity which infringes the rights of SVI or others.

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Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

SVI's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be constructed to alter such agreements.

SVI may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and SVI makes no commitment to update the materials on the Site with respect to such products and services.

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

Accounts, Passwords and Security

Certain features or services offered on or through the Site may require you to open an account (including setting up an ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of you failing to keep this information secure and confidential. You agree to notify SVI immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by SVI or any other user of or visitor to the Site due to someone else using your ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's ID, password or account at any time without the express permission and consent of the holder of that ID, password or account. SVI cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Privacy

SVI's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view SVI's Privacy Policy, click [here](#). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Links to Other Sites and to the SVI Site

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

SVI reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will SVI be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if SVI has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, SVI is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, SVI's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against SVI, or (2) US \$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold SVI, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against SVI by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

SVI may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) SVI's rights or property. SVI reserves the right at all times to disclose any information that SVI deems necessary to comply with any applicable law, regulation, legal process or governmental request.

You acknowledge and agree that SVI may preserve any transmittal or communication by you with SVI through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or SVI determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of SVI, its employees, users of or visitors to the Site, and the public.

You agree that SVI may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to SVI, for which monetary damages would be inadequate, and you consent to SVI obtaining any injunctive or equitable relief that SVI deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies SVI may have at law or in equity.

You agree that SVI may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If SVI does take any legal action against you as a result of your violation of these Terms of Use, SVI will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to SVI. You agree that SVI will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of North Carolina without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Cumberland County, North Carolina, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between SVI and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

SVI administers and operates the Web site from its location in Cumberland County, North Carolina USA, although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. SVI reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of

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Feedback and Information

Any feedback you provide at this Site shall be deemed to be non-confidential. SVI shall be free to use such information on an unrestricted basis.