

Terms of Use

Welcome to the TRLabs web site. The information provided on this site is for general informational and educational purposes only. Please read and review these Terms of Use carefully before accessing or using this web site.

1) Restrictions on Use of Content

Copyright © 2005 TRLabs. All rights reserved. No part of this work may be copied, scanned, reproduced or transmitted in whole or in part, in any form or by any means without the prior written permission of TRLabs. The unauthorized copying, displaying or other use of any content from this site is a violation of the law. You acknowledge having been advised by TRLabs that the content is protected in Canada and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws, and other proprietary rights laws. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert any intellectual property contained in this site to a perceivable form. TRLabs does not grant you any permission to use the content other than the permission expressly stated in these Terms of Use. All other use of content from the Site, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the content, in whole or in part, may not be made without TRLabs' prior express written consent.

2) Trademarks

The trademarks, logos, and other names and icons identifying TRLabs, its products, and/or its subsidiaries on this site are owned by or licensed to TRLabs. Nothing contained on this site gives you the right or license to use any trademark displayed on this site without the permission of TRLabs.

3) Disclaimer of Warranty:

TRLabs will use reasonable efforts to include accurate and up-to-date information on this web site, but TRLabs does not warrant or make any representations regarding the availability, use, timeliness, security, validity, accuracy, or reliability of, or the results of the use of the content of this site or any other web sites linked to or from the site. All information and materials on this web site are provided "as is" and on an "as available" basis without warranty of any kind. TRLabs hereby disclaims all warranties and conditions with regard to any matter relating to or reference by this web site, including, but not limited to, infringement. In no event shall TRLabs be liable for any damages whatsoever, including any special, direct, indirect, or consequential damages, resulting from the use of this site. TRLabs may change or alter this web site without notice. No advice or information, whether oral or written, obtained by you from TRLabs or its subsidiaries shall be deemed to alter this disclaimer of warranty, or to create any warranty.

4) Limitation of Liability:

TRLabs will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use this site, its content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure, and all other direct, indirect, special, incidental, exemplary or consequential damages even if TRLabs has been advised of the possibility of such damages.

5) Non-Confidential Information:

Subject to any applicable terms and conditions set forth in TRLabs' Privacy Policy, any communication or other material that you send to TRLabs through the Internet, or post on the web site by electronic mail or otherwise, such as any questions, comments, suggestions or the like, is and will be deemed to be non-confidential and TRLabs shall have no obligation of any kind with respect to such information. TRLabs shall be free to use any ideas, concepts, know-how or techniques contained in such communication for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products.

6) Termination:

TRLabs, in its sole discretion, may terminate or restrict your use or access to this Site (or any part thereof) for any reason, including, without limitation, that TRLabs believes your use of the site has violated or acted inconsistently with the letter or spirit of these Terms of Use.

7) Links to Third Party Web Sites:

This Site provides links to other third-party World Wide Web sites or resources. TRLabs makes no representations whatsoever about any other Web site accessed through this Site. TRLabs has no control over such sites and resources; you therefore acknowledge and agree that TRLabs is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. References on this Site to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of the third party or its products and services. TRLabs makes no representation or warranty as to any third party content, products or services; TRLabs 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 third-party content, products or services available on or through any such site or resource.

8) Privacy:

TRLabs respects the privacy of its web site users. Please refer to TRLabs' Privacy Policy that explains users' rights and responsibilities with respect to information that is disclosed on this web site.

9) Right of Indemnification:

You agree to defend, indemnify and hold TRILabs, its suppliers, alliance partners, affiliates and related companies harmless from any and all liabilities, costs and expenses, including reasonable legal fees related to any violation of these Terms of Use by you, or in connection with your use of the Site or with the placement or transmission of any message or information on the Site by you.

10) Waiver:

TRILabs' failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or rights contained in these Terms of Use.

11) Miscellaneous:

If any provision of this Agreement is held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions.

12) Acceptance of Terms:

By using this site, you acknowledge you have read, and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations, including without limitation Canadian laws and regulations regarding the transmission of technical data exported from Canada or the country in which you reside. You further agree to comply with all local laws, regulations and rules regarding online conduct and acceptable content. If you do not agree to the Terms of Use, you may not access or use the site.