PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING THIS WEB SITE.

By accessing, browsing, copying, and/or using any information, communication, software, photos, figures, drawings, scripting, test video, graphics, music, sounds, images or other material and services (collectively “Content”) contained at this website and any other AgCode websites that are linked to this site (collectively, the “Site”), you agree to be bound by the terms and conditions described herein. AgCode Inc. (“AgCode”) maintains this Site and in exchange for accessing, browsing, copying and/or using the Site, you agree to be bound by these terms and to comply with all applicable laws and regulations, including without limitation U.S. export and re-export control laws and regulations. You represent you have the legal authority to accept these Terms of Use on behalf of yourself or any party you represent. If any provision of these Terms of Use is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of these Terms of Use. If you do not agree to these terms, please do not use the Site. The Site is controlled and operated in whole or in part by AgCode in the United States. BY ACCESSING THE SITE YOU AGREE THAT THE STATUTES, LAWS, AND REGULATIONS OF THE UNITED STATES AND THE STATE OF CALIFORNIA, U.S.A., WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, WILL APPLY TO ALL MATTERS RELATING TO USE OF THE SITE, AND YOU AGREE THAT ANY LITIGATION SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN CALIFORNIA, U.S.A. If you access the Site from other locations you do so at your own risk and you are responsible for compliance with applicable local laws. AgCode makes no representation that the Content in the Site is appropriate or available for use in other locations, and access to it from territories where the Content may be illegal is prohibited. You acknowledge that AgCode reserves the right in its sole discretion to refuse or terminate access to the Site by you at any time. This Site contains documentation and other information related to products and services of AgCode. This documentation is provided as a courtesy to AgCode’s customers and potential customers. AgCode assumes no obligation to correct any errors contained herein provided to a user. AgCode makes no commitment to update this documentation. AgCode reserves the right to change these terms and conditions from time to time at its sole discretion. In the case of any violation of these rules and regulations, AgCode reserves the right to seek all remedies available by law and in equity for such violations. These rules and regulations apply to all visits to the Site, both now and in the future.

COPYRIGHT NOTICE

The Content of this Site is owned and copyrighted by AgCode. Copyright © 2017 AgCode, Inc. All rights reserved. Except as stated herein, none of the material may be 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 consent of AgCode. You also may not “mirror” any material contained in this Site without AgCode’s express written consent. Permission is granted to display, copy, distribute and download the materials on this Site solely for the purpose of doing business with AgCode, provided you don’t modify or alter the materials and you retain any and all copyright and other proprietary notices contained in these materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. Any
Unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

The trademarks, logos and service marks (“Marks”) displayed on this website are the property of AgCode or other third parties. Users are not permitted to use these Marks without the prior written consent of AgCode and such third party which may own the Mark.

ACCESS TO PASSWORD PROTECTED/SECURE AREAS

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

LINKS TO OTHER SITES

This Site may contain links to other web sites operated by third parties. You acknowledge that AgCode neither endorses nor is affiliated with the linked site and is not responsible for and disclaims all liability for any content that appears on the linked site. You also acknowledge that the owner of the linked site neither endorses nor is affiliated with AgCode. Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel, or any other legal theory, a license or right to any patent, trademark, copyright, or other intellectual property right, except those expressly provided herein. The products, processes, software, and other technology described at this Site may be the subject of other intellectual property rights owned by AgCode or by third parties, and no licenses are granted herein.

U.S. GOVERNMENT RESTRICTED RIGHTS

The materials and documentation are provided with “RESTRICTED RIGHTS”. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or its successor. Use of the documentation and materials by the Government constitutes acknowledgment of AgCode’s proprietary rights in them.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

PRODUCTS AND SERVICES AVAILABILITY

Because international information is provided at this Site, not all products or programs mentioned will be available in your country. Please contact your local sales representative for information as to products and services available in your country.

PERFORMANCE INFORMATION

Performance tests and ratings are measured using specific materials and/or components and reflect the approximate performance of AgCode products as measured by those tests. Any difference in materials or configuration may affect actual performance. Buyers should consult other sources of information to evaluate the performance of products they want to purchase.
OWNERSHIP OF MATERIALS

Materials are copyrighted and are protected by worldwide copyright laws and treaty provisions. They may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way, without AgCode’s prior written permission. Except as expressly provided herein, AgCode and its suppliers do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information.

DISCLAIMERS

NO WARRANTIES: THE DOCUMENTATION AND CONTENT PROVIDED AT THIS SITE IS “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, INCLUDING PATENTS, COPYRIGHTS OR OTHERWISE, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL AGCODE, ITS AFFILIATES, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR LOSS OF OR DAMAGE TO INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE DOCUMENTATION OR CONTENT PROVIDED ON THIS SITE, EVEN IF AGCODE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.