



DSX Access Systems, Inc.

Terms and Conditions of Use

Legal Notices

Please read these terms carefully before using this site!

This web site is provided by DSX Access Systems, Inc. (DSX) and may be used for informational purposes only. By using the site or downloading materials from the site, you agree to abide by the terms and conditions set forth in this notice. If you do not agree to abide by these terms and conditions do not use the site or download materials from the site.

Limited License

Subject to the terms and conditions set forth in this agreement, DSX grants you a non-exclusive, non-transferable, limited right to access, use and display this site and the materials therein. You agree not to interrupt or attempt to interrupt the operation of the site in any way. DSX authorizes you to view and download the information ("materials") at this web site ("site") only for your personal, non-commercial use. This authorization is not a transfer of title in the materials and copies of the materials and is subject to the following restrictions: 1) You must retain, on all copies of the materials downloaded, all copyright and other proprietary notices contained in the materials; 2) You may not modify the materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose; and 3) You must not transfer the materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use. You agree to abide by all additional restrictions displayed on the site as it may be updated from time to time. This site, including all materials, is copyrighted and protected by worldwide copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this site and to prevent any unauthorized copying of the materials. except as expressly provided herein, DSX does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information.

Disclaimer

The materials may contain inaccuracies and typographical errors. DSX does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the site. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. DSX reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the site. DSX may make any other changes to the site, the materials and the products, programs, services or prices (if any) described in the site at any time without notice. This site, the information and materials on the site, and the software made available on the site, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for any particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you.

Third Party Sites

As a convenience to you, DSX may provide, on this site, links to web sites operated by other entities. If you use these sites, you will leave this site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. DSX makes no warranty or representation regarding, and does not endorse, any linked web sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that DSX or this site 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 links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of DSX or any of its affiliates or subsidiaries.

Information Provided by You

DSX does not want you to, and you should not, send any confidential or proprietary information to DSX via the site. You agree that any information or materials that you or individuals acting on your behalf provide to DSX will not be considered confidential or proprietary. By providing any such information or materials to DSX, you grant to DSX an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials, and you further agree that DSX is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to DSX. You further recognize that DSX does not want you to, and you warrant that you shall not, provide any information or materials to DSX that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another.

Limitations of Damages

In no event shall DSX or any of its subsidiaries be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of the site or any linked website, even if DSX is expressly advised of the possibility of such damages.

Changes

DSX reserves the rights, at its sole discretion, to change, modify, add or remove any portion of this agreement in whole or in part, at any time. Changes in this agreement will be effective when notice of such change is posted. Your continued use of the site after any changes to this agreement are posted will be considered acceptance of those changes.

DSX may terminate, change, suspend or discontinue any aspect of the DSX site, including the availability of any features of the site, at any time. DSX may also impose limits on certain features and services or restrict your access to parts, or the entire site without notice or liability. DSX may terminate the authorization, rights and license given above and, upon such termination; you shall immediately destroy all materials.

International Users and Choice of Law

This site is controlled, operated and administered by DSX from its offices within the United States of America. DSX makes no representation that materials at this site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the site or export the materials in violation of U. S. export laws and regulations. If you access this site from a locations outside of the United States, you are responsible for compliance with all local laws. These terms and conditions of use shall be governed by the laws of the state of Texas, without giving effect to its conflict of laws provisions. This agreement constitutes the entire agreement between DSX and you with respect to your use of the site. Any cause of action you may have with respect to your use of

the site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the agreement, and the remainder of this agreement shall continue in full force and effect.

Privacy Policy

The DSX Access Systems, Inc., DSX, is sensitive to privacy issues on the internet. We believe it is important you know how we treat the information about you we receive on the internet. In general, you can visit DSX on the world wide web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, etc. DSX uses this information to measure the use of our site and to improve the content of our site. There are times, however, when we may need information from you, such as your name and address. When information is needed, we will try to let you know at the time of collection, how we will use the personal information. If you register with one of DSX's business units on-line, they may use this information to provide you with custom information about DSX's offering in support of your business needs. DSX's website may contain links to other sites such as DSX distributors and sales affiliates. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.