

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

These Terms and Conditions shall apply to and control your use of this Website ("Website" or "Site") and any information, software, function, graphics, code, artwork and any other material contained herein or any products and services provided here from (collectively referred to as the "Content").

YOU HEREBY WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE, YOU MAY NOT USE THIS WEBSITE.

By accessing and/or using this Website and/or the Content, you ("you" or "the user") agree to abide by and be bound to these Terms and Conditions and any changes thereto. If you do not agree to or cannot comply with any of these Terms and Conditions, immediately cease any use of this Website and its Content.

These Terms and Conditions may be changed or modified from time to time without notice to you. You should review these Terms and Conditions each time you use this Site and/or its Content to make sure you agree and can comply with the same. Your use of this Site, and/or the Content, after changes have been made to these Terms and Conditions, shall be conclusive evidence that you thereby agree to accept, be bound to and comply with such changes

WEBSITE

The functionality of this Website is made possible through a variety services provided by third parties, which may include parties providing information and website administration (collectively the "Third Party Providers"). That fact that VoIPStreet, Inc. (d/b/a VoIPStreet and VoIP Innovations) (herein after "Provider") may use Third Party Providers does in no way create any agency, employment, joint venture, partnership, representation or fiduciary relationship between such Third Parties and Provider, and neither Provider nor such Third Party Providers shall have the authority to create any obligation on behalf of the other.

CONTENT

The Content provided on this Website has been compiled from a variety of sources and may contain out of date information, technical or other mistakes, inaccuracies or typographical errors. Provider makes no guarantees or warranties to the contrary. Provider and the Third Party Providers assume no obligation or liability to correct or update the same. It is your responsibility to verify any information presented to you before relying on it. The Content within this Website is provided for general informational purposes only and should not be regarded as professional advice or an official opinion. You are should seek professional advice before taking any course of action related to the information, Content and ideas herein.

This Site may contain Hyperlinks to third party websites ("Third Party Sites"). The placement of such hyperlinks on this Website shall in no event be construed as an endorsement or support by Provider, or any Third Party Provider, of the content, products and/or services of such Third Party Sites. Provider does not editorially control the content, products and/or services on Third Party Sites, and it and the Third Party Providers shall not be liable, in any manner whatsoever, for the access to, inability to access, the use of, the inability to use or the content available on or through Third Party Sites.

The Content herein may change or be superseded from time to time as result of subsequent market events regulatory changes or other reasons. You are responsible for reviewing the information and Content on this Site from time to time to be aware of such changes.

PROPRIETARY AND INTELLECTUAL CONTENT

The Content of this Website (including but not limited to software, tools, information graphics, videos, and marks) is proprietary in nature, and may be owned by Provider, its affiliates and/or a Third Party Provider. All title and intellectual property rights in and to the Content which may be viewed or accessed through this Website is and shall remain the property of the respective Content owner and may be protected by applicable copyright or other intellectual property laws and treaties. Nothing contained herein shall be construed as granting a license under any copyright, trademark, patent or other intellectual property right.

ADDITIONAL TERMS AND CONDITIONS

When using certain Content accessible or provided through this Website, you may be subject to additional posted guidelines, terms, conditions, rules or notices, which are applicable to the same, and which are not set forth herein. You hereby agree to be bound by such terms and conditions as they relate to your access to or use of such Content.

USE OF WEB SITE, SERVICES AND CONTENT

This Website and its Content and the products and services provided thereon are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations. Further, you may not print, copy, upload, post, publish, modify, display, transfer, resell, reproduce, republish, or distribute this Website or the Content in any way (whether electronically or otherwise), or create other works based on the same, unless expressly authorized by these Terms and Conditions, the provisions on this Website, or otherwise permitted by Provider writing.

You are expressly prohibited from taking any action, or using this Website, and the Content in a manner, (a) that is deemed to interfere with, disrupt, or present a risk to the network, software, property, or security of Provider, its affiliates, its customers, or the Third Party Providers, whether directly or indirectly, or (b) that violates any laws or regulations, or the policies of Provider or a Third Party Provider. If it is determined that you are using this Website or the Content in a manner that violates or is contrary to this Section, Provider, as well as any affected Third Party Provider, shall have the right, without liability or notice, to suspend or terminate your access or use of the Website and/or the Content, or any part thereof. You shall be responsible for any liabilities arising from your use of this Website or the Content that is contrary to, or violates this Section, and you hereby agree to indemnify and hold Provider, its affiliates and the Third Party Providers harmless from and against any and all claims, damages, charges, fees, expenses, penalties, or other costs (including without limitation reasonable attorney's fees) that arise there from. If Provider or its Third Party Providers, in their sole discretion, believe that you have violated any laws or regulations, either party may forward personally identifiable information to the appropriate authorities for investigation and prosecution.

EQUIPMENT

You, at your cost, shall be solely responsible for obtaining and maintaining all hardware, software and communications equipment, and any updates thereto, that are required to access this Website and the Content.

REGISTRATION

Some areas of this Website may require you to provide personal information or register for Services. In any such event, you agree to (a) provide accurate, current and complete information as requested during the registration; and (b) maintain and update your information to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, your rights to use this Site or the Content may be terminated. In no event shall Provider or any Third Party Provider be obligated to confirm the accuracy or correctness of the information you provide, and neither shall have any liability relative to the same.

ACCOUNT NUMBERS, USER IDS AND PASSWORDS

All Passwords and User IDs that you select in conjunction with your use of, and access to this Website or the Content must meet the then current policies and guidelines of Provider, as amended from time to time. In addition to any restrictions found within said policies, Provider shall not permit the selection and use of any Password or User ID that it believes, in its sole discretion, to be illegal, to be protected by trademark or other proprietary rights or laws, to be vulgar, to be in violation of any privacy rights, or which is otherwise offensive, or may cause confusion. You acknowledge that the purpose of creating a Password and User ID unique to you is to prevent the unauthorized access of your personal or proprietary information. As such, you should, at all times, keep your account number(s), User ID and/or Password confidential and not disclose them to anyone else. Provider and the Third Party Providers shall not be liable for any unauthorized disclosure of or access to your personal propriety information, or from unauthorized access to, or use of this Website or the Content if you fail to maintain the confidentiality of your account number, User ID or Password, whether voluntary or involuntary. You shall be solely responsibility to notify Provider of any unauthorized use of your account number(s), User ID, or password or any other breach of security.

DISCLAIMERS

ALL INFORMATION AND CONTENT, THAT ARE CONTAINED, OR PROVIDED ON, OR ACCESSIBLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE". PROVIDER MAKES NO REPRESENTATION, ENDORSEMENT, OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE. PROVIDER DOES NOT WARRANT THE ACCURACY, ADEQUACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF THE CONTENT OR MATERIALS CONTAINED ON, PROVIDED THROUGH THIS WEBSITE, OR WARRANT THAT ANY DEFECTS WILL BE CORRECTED. THE ABOVE DISCLAIMER OF WARRANTIES APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY

AS A CONDITION OF PROVIDER PROVIDING THIS WEBSITE AND ITS CONTENT, YOU AGREE THAT PROVIDER AND THE THIRD PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY, OF ANY NATURE INCURRED, BY YOU AND/OR ANY THIRD PARTY RESULTING FROM: (A) THE USE OF, ACCESS TO, INABILITY TO ACCESS THE WEBSITE, THE CONTENT OFFERED ON THES SITE, AND/OR THE INTERNET GENERALLY; OR (B) ANY ACT OR OMISSION OF ANY THIRD PARTY.

IN ADDITION AND NOT TO LIMIT THE FOREGOING, PROVIDER AND THE THIRD PARTY PROVIDERS SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD

PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS WEBSITE AND/OR THE CONTENT. IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF PROVIDER ARISING WITH RESPECT TO THIS WEBSITE AND ITS CONTENT EXCEED THE TOTAL AMOUNTS PAID BY YOU IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM.

NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF A LEGAL PROCEEDING MAY BE ASSERTED HEREUNDER OR OTHERWISE.

IN THE EVENT A JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIABILITIES AND WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

INDEMNIFICATION

IN ADDITION TO ANY OTHER INDEMNIFICATION PROVISIONS HEREIN, YOU AGREE TO INDEMNIFY AND HOLD PROVIDER, THE THIRD PARTY PROVIDER, AND THE PARENT COMPANIES, SISTER COMPANIES, EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS AND SHAREHOLDERS OF THE SAME, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, JUDGMENTS, DAMAGES AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS OF LITIGATION, INCURRED OR SUFFERED BY SUCH PARTY RELATING TO YOUR ACTS OR OMISSIONS, USE OF THIS WEBSITE AND ITS CONTENT, AND/OR BREACH OF THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ASSERTED BY ANY THIRD PARTY. PROVIDER SHALL PROMPTLY NOTIFY YOU IN WRITING OF ANY CLAIM FOR WHICH IT IS OBLIGATED UNDER THIS INDEMNITY AND FOR WHICH PROVIDER MAY SEEK INDEMNIFICATION.

TERMINATION

Provider may terminate these Terms and Conditions, your use of this Website and the Content, without further liability, at any time, without notice, for any reason or no reason.

REMEDIES

Provider may seek any available legal remedy or take any reasonable business steps to prevent the unauthorized use of, or access to this Website and the Content, and to prevent access to users who violate these Terms and Conditions. You agree that Provider and/or the Third Party Providers would be irreparably harmed if you breach this provision and that monetary damages would be inadequate to remedy such breach. Accordingly, you also agree that specific and injunctive or other equitable relief is the appropriate remedy for such a breach.

WAIVER

Failure by Provider to insist upon strict performance of any terms or conditions of these Terms of Service or failure or delay to exercise any rights or remedies provided herein or by law shall not release you from any of the obligations hereunder, and shall not be deemed a waiver of any right to insist upon strict performance thereof or any rights and remedies herein.

FORCE MAJEURE

Provider assumes no risk of any event, foreseeable or unforeseeable, and beyond its reasonable control, that has a material effect upon the agreed exchange contemplated herein.

SURVIVAL

The provisions of these Terms and Conditions that, by their purpose, are intended to survive the termination of the exchange contemplated herein shall so survive. Said provisions shall include, but shall not be limited to, those provisions that include indemnification clauses, limitations on liability, warranty disclaimers.

SEVERABILITY

If any terms herein are illegal or unenforceable at law or in equity, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Except as otherwise provided herein, any illegal or unenforceable term shall be deemed to be void and of no force and effect, except to the minimum extent necessary to bring such term within the provisions of applicable law, and such term, as so modified, and the balance of these Terms of Service shall then be fully enforceable.

GOVERNING LAW AND VENUE

Use of this Website and the Content shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles. You agree that all legal proceedings, whether at law or in equity, related to this Website and/or the Content shall be filed in and adjudicated solely in the state or Federal courts located in Pittsburgh, Pennsylvania. You further consent and submit to the exclusive personal jurisdiction and venue of such courts for the purpose of litigating any hereunder.
