

Site Terms of Use

1. General.

1.1 This Agreement governs your use of the Titan Hardware.com online information service (the "Service"), which is operated by Titan Hardware Inc. ("Titan Hardware"). In addition to the agreement set forth below, terms and conditions of use applicable to specific areas of the Service may also be posted in such areas and, together with this agreement, govern your use of those areas. This agreement together with any such additional terms and conditions, are referred to as this "Agreement."

1.2 Titan Hardware reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the Service. Your continued use of the Service constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Titan Hardware as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease all use of the Service and the Interactive Areas.

2. Use of Content.

2.1 You acknowledge that the Service contains information, photographs, audio and video clips, graphics, and other material (collectively, the "Content") that are protected by copyright, trademark or other proprietary rights of Titan Hardware or third parties. All Content on the Service is copyrighted as a collective work of Titan Hardware pursuant to applicable copyright law. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Service. Users of the Service may use the Content only for their personal, noncommercial use.

2.2 You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as otherwise expressly permitted in this Agreement

2.3 You may download or copy the Content only for your own personal use, provided that you maintain all copyright and other notices contained in such Content. You shall not store electronically any significant portion of any Content. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any Content is permitted without the express permission of Titan Hardware or the owners of such Content or their authorized persons, if other than Titan Hardware. You may download from the Service any Content in the public domain for your own personal use or for non-commercial redistribution.

3. Managing Content. Titan Hardware shall have the right, but not the obligation, to correct any errors or omissions in any Content, as it may determine in its sole discretion.

4. No Endorsement.

4.1 Titan Hardware does not represent or endorse the accuracy or reliability of any Content posted and you acknowledge that any reliance upon such Content shall be at your sole risk.

4.2 The Service may contain links to sites on the Internet which are owned and operated by third parties (the "External Sites"). You acknowledge that Titan Hardware is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

5. Indemnity. You agree to indemnify, defend and hold Titan Hardware, its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Titan Hardware Parties") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by any Titan Hardware Party in connection with any claim arising out of any use or alleged use of this site by any person, whether or not authorized by you. Titan Hardware reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Titan Hardware's defense of such claim.

6. Termination of Service. Titan Hardware reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any reason without prior notice or liability. Titan Hardware may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any feature, or content (including the Interactive Areas), without prior notice or liability.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

7.1 NEITHER TITAN HARDWARE NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES TITAN HARDWARE, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE CONTENT. THE SERVICE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NONE OF TITAN HARDWARE, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE SERVICE. NEITHER TITAN HARDWARE NOR ANY THIRD PARTY CONTENT PROVIDER WARRANTS THAT ANY FILES THAT MAY BE DOWNLOADED THROUGH THE SERVICE WILL BE FREE OF VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

7.2 NEITHER TITAN HARDWARE, ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF TITAN HARDWARE, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of California, and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in San Francisco, CA . This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this agreement and any additional terms and conditions posted on the Service, such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control. This Agreement may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default. Sections 1, 2, 5, 7 and 8 shall survive any termination of this Agreement and any other provisions which by their terms or sense are intended to survive.