**Terms of Service**

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4. Engaging in any conduct that restricts or inhibits any person’s use or enjoyment of the Website, or which, as determined in our sole discretion, may harm us or the users of this Website or expose us or other users to liability;
5. Using the Website in any manner that could disable, overburden, damage or impair the Website or interfere with another party’s use of the Website;
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7. Using any manual process or means to monitor or copy any of the material on this Website or for any other unauthorized purpose;
8. Using any device, software, means or routine that interferes with the proper working of the Website, including but not limited to viruses, trojan horses, worms, logic bombs or other such materials;
9. Attempting to gain unauthorized access to, interfering with, damaging or disrupting any parts of the Website, the server(s) on which the Website is stored, or any server, computer or database connected to the Website;
10. Attempting to attack or attacking the Website via a denial-of-service attack or a distributed denial-of-service attack;
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3. Your name, email, address and telephone number; and
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Please note that we will not process your complaint if it is not properly filled out or is incomplete. You may be held accountable for damages, including but not limited to costs and attorneys’ fees for any misrepresentation or bad faith claims regarding the infringement of your intellectual property rights by the Content on this Website.

You may submit your claim to us by contacting us at:

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UNITED STATES

**Governing law, severability, dispute resolution and venue**

These Terms shall be governed and construed in accordance with the laws of the state of Wyoming, United States, without regard to its conflict of laws provisions. THESE TERMS SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL GOODS, THE UNIFORM COMMERCIAL CODE, NOR INCOTERMS.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between you and us regarding our Website, and supersede and replace any prior agreements we might have had with you regarding the Website.

Any controversy or claim arising out of or relating to these Terms including but not limited to the interpretation or breach thereof shall be resolved in a court of competent jurisdiction in Park County, Wyoming.

YOU AND XTherm AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

**Changes to Terms of Service**

We reserve the right to make changes to these Terms of Service at any time. We will not provide you with any notice when we make changes to this Terms of Service.

**Questions**

If you have any questions about our Terms of Service, please contact us at timothy.curlett@xtherm-us.com.