

Privacy Agreement

Kupper Engineering, Inc. Website Privacy & Use Agreement And Disclaimer

Please read the following terms and conditions carefully before using this website. By accessing or using our website, you agree to the following terms and conditions. You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use our site. The following terms and conditions apply only to this website. "Content" refers to any materials, documents, images, graphics, logos, design, audio, video, and any other information provided from or on our website.

1. We Provide Our Website for Your Convenience Only

Our website is provided to you without charge as a convenience and for your information only. By merely providing access to our website content, WE DO NOT WARRANT OR REPRESENT that:

- The content is accurate or complete;
- The content is up-to-date or current;
- We have a duty to update any content;
- The content is free from technical inaccuracies or typographical errors;
- The content is free from changes caused by third parties; or
- Your access to our website will be free from interruptions, errors, computer viruses or other harmful components.

We do not assume any liability for these matters. In other words, you use our website at your own risk. Under no circumstances, including but not limited to negligence, shall we be liable for any direct or indirect, special, incidental, or consequential damages. This includes loss of data or profit arising out of the use or the inability to use the content of this website, even if one of our representatives has been advised of the possibility of your damages. If your use of our website results in your need to service, repair, or correct equipment or data, you assume the costs to the extent the law allows. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

2. We Provide Our Website "As Is" and Disclaim All Warranties

Our website content is provided "as is" and without warranties of any kind, either expressed or implied. We disclaim all warranties, expressed or implied, including, but not limited to, implied warranties and merchantability and fitness for a particular purpose.

3. We Do Not Have Responsibility for Links to Third Party Content

We may provide hyperlinks or pointers to other websites maintained by third parties or may provide third party content on our website by framing or other methods. The links to third party Websites are provided for your convenience and information only. The content in any linked website is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our website, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, Trojan horses and other items of a destructive nature.

4. If We Provide a Link, We Do Not Necessarily Endorse A Third Party

We reserve the right to terminate a link to a third party website at any time. The fact that we provide a link to a third party website does not mean that we endorse, authorize, or sponsor that website. It also does not mean that we are affiliated with the third party website's owners or sponsors.

5. If a Third Party Links to Our Website, It is Not An Endorsement

If a third party links to our website, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture, or partnership by or with us. In most cases, we are not aware that a third party has linked to our website.

A website that links to our website:

- May link to, but not replicate, our content;
- Should not create a browser, border environment, or frame our content;
- Should not imply that we are endorsing it or its products;
- Should not misrepresent its relationship with us;
- Should not present false information about our products or services; and
- Should not contain content that could be construed as distasteful, offensive, or controversial, and should contain only content that is appropriate for all age groups.

6. If You Transmit or Provide Data to Us, It is Non-Confidential

We do not want to receive confidential or proprietary information from you through our website. If you transmit to or post on our website any material, data, information, or idea by any means, it will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose. Personal data provided to us will be handled in accordance with our policies regarding privacy.

You are not authorized to post on or transmit to or from our website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

7. Your Use of Our Website is Restricted

Our website and its content are owned and operated by us. Our website's content is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, our Website content is protected by trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

No content from www.kupperengineering.com, or any other website owned, operated, licensed or controlled by us may be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way. You also may not, without our permission, "mirror" any material contained on our website on any other server.

Violation of these restrictions will be a violation of one or more laws and is expressly prohibited by law. If you violate these restrictions, you may be subject to civil and criminal penalties. If we grant you permission to waive these restrictions, the permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded materials and printed materials.

8. By Providing Content, We Do Not Allow You to Use Our Trademarks

The trademarks, service marks, and logos of Kupper Engineering, Inc. used and displayed on our website are our registered and unregistered trademarks. Nothing on this website should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any of our trademarks without our written permission. Requests to use trademarks owned by other companies which may be mentioned on this Website should be directed to such other companies. We aggressively enforce our intellectual property rights. The name of Kupper Engineering, Inc. or our logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our website, without prior written permission. You are not authorized to use our logo as a hyperlink to our website unless you obtain our written permission in advance.

9. You Must Obey Local Laws in Accessing Our Website

This site is controlled by us from our offices within the United States of America. We make no representation that content or materials in the site are appropriate or available for use in other jurisdictions. If you choose to access this site from other jurisdictions, you do on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any law violations. You may not use or export the materials in this site in violation of U.S. export laws and regulations. Any claims relating to our Website and its content and materials shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding between us for any purpose concerning this Agreement or the parties' obligations shall be brought exclusively in a federal or state court in Pennsylvania.

10. You are Bound by Changes in this Agreement's Terms and Conditions

We may at any time revise these terms and conditions by updating this posting. By using our website, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Kupper Engineering, Inc. Website Privacy and Use Agreement and Disclaimers to which you are bound. Certain provisions of these terms and conditions may be superseded by other legal notices or terms located on parts of our website. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other written agreement between Kupper Engineering, Inc. and its customers or vendors, the express terms and conditions of the latter agreement shall prevail.

11. You Agree to Indemnify Us for Using Our Website

You agree to indemnify, defend and hold harmless Kupper Engineering, Inc., its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to us from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

12. Third Parties May Have Rights Under This Agreement

Some of the provisions of this Agreement are for the benefit of Kupper Engineering, Inc. and its officers, directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

13. How This Agreement May Be Terminated

This Agreement may be terminated by either party without notice at any time for any reason; provided that you may no longer use our Website after you have terminated this Agreement. Provisions 2, 6, 7, 8, 9, 11, and 12 of this Agreement shall survive any termination of this Agreement.

14. Miscellaneous

Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you.