



3Wire Group Terms and Conditions

3Wire Group (“3Wire”) Terms and Conditions of Use

The 3Wire website is operated by 3Wire Group Inc. If you have any questions with respect to these terms and conditions, please direct your questions to: legalnotices@3wire.com.

The mailing address for 3Wire Corporate Office is:

101 Broadway Street West, Suite 300
Suite 300
Osseo, MN 55369

Our phone number is:

1.763.488.3000.

General Warranty Policy

For ordering and general warranty information, please reference 3Wire’s General Warranty Policy.

BY USING www.3wire.com and store.3wire.com YOU AGREE TO AND ACCEPT THE TERMS AND CONDITIONS SET FORTH BELOW. ALL TRANSACTIONS THROUGH THE WEBSITE WILL REQUIRE REGISTRATION WITH 3WIRE AND WILL ADDITIONALLY BE SUBJECT TO SEPARATE TRANSACTION TERMS AND CONDITIONS.

Your Use of This Website is Governed by These Terms and Conditions of Use

Please take a few minutes to review these Terms and Conditions of Use. BY USING www.3wire.com and store.3wire.com YOU AGREE TO AND ACCEPT THE TERMS AND CONDITIONS SET FORTH BELOW, and to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree with any of these Terms and Conditions of Use, then do not use the website.

These Terms and Conditions of Use May Change

3Wire reserves the right to update or amend these Terms and Conditions of Use at any time and may notify you of such amendments. The amended Terms and Conditions of Use shall automatically be effective upon posting on the website. Your continued use of the website after any posted change constitutes your acceptance of the website Terms and Conditions of Use as modified by the posted changes. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use this website. The last date these Terms and Conditions of Use were revised is set forth below.

Eligibility

Use of the website for the purchase or sale of products or services is available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, use of the service is not available to minors. If you do not qualify, please do not use the service. 3Wire may refuse access to and usage of the service to anyone at any time, at its sole discretion.

Taxes

You are responsible for paying all applicable taxes for all hardware, software, service and other costs you may incur in accessing our servers or purchasing and/or selling products and services through the website.

Passwords

Upon registration for the service, you will receive a username and password. Each user is solely responsible for ensuring that the password is utilized only by authorized representatives of the party to whom it is assigned. 3Wire shall not be and is not responsible for any loss, claim or other liability that may arise from the unauthorized use of any password. If a password is lost or stolen it is your responsibility to notify 3Wire of such occurrence so that the missing password can be deactivated and a new one assigned. If an individual representative of a customer or supplier shall no longer be authorized to use a password it is the customer's or supplier's responsibility to notify 3Wire of such occurrence. 3Wire shall endeavor to complete all password deactivation requests within 48 hours of their receipt in writing from an authorized customer representative.

Copyright and Trademark Notice

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Monitoring; Correction of Errors

3Wire has no obligation to monitor the website or the service, but may do so for any reason in its sole discretion it may deem reasonable, including to: satisfy laws and regulations, operate the service properly or protect users. The information on the 3Wire website may contain typographical errors or other errors or inaccuracies and may not be complete or current. 3Wire shall have the right, but not the obligation, to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. These efforts may include rejection of purchase offers to the extent incorrect pricing or other product information has been posted on the website. We apologize for any inconvenience this may cause you.

No Endorsements

References on the 3Wire website to any names, marks, products or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply an endorsement, sponsorship, or recommendation of the third party, information, product or service by 3Wire. 3Wire and its affiliates do not endorse nor make any warranties or representations about any website you may access through the 3Wire website. Any links to other sites are provided for convenience only. You need to make your own decisions regarding your interactions or communications with any other website.

Privacy Policy

3Wire respects the importance of maintaining the privacy of your personally identifiable information. Please reference 3Wire *Privacy Policy* for more details.

Data Transmission

You acknowledge that data, including e-mail and electronic communications may be accessed by unauthorized third parties when communicated between you, 3Wire and information transmitters, using the internet, network communications facilities, telephone or any other electronic means. You agree that we are not responsible or liable for any such unauthorized third party access.

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Limitation of Liability

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Indemnity

You agree to indemnify, defend and hold harmless 3Wire, its employees, officers, directors and affiliates, from and against any and all claims, liabilities, penalties, settlements, judgments, fees (including reasonable attorneys' fees) arising from (i) any content that you or anyone using your account may submit, post or transmit to the website; (ii) your use of the website or your transactions on the website; (iii) your violation of the terms of these *Terms and Conditions of Use*; and (iv) any violation or failure by you to comply with all laws and regulations in connection with the sale or purchase of any goods or services offered for sale through the website.

Enforcement of Terms and Conditions of Use; Miscellaneous

By accessing and using the 3Wire website, you agree that your access to and use of the 3Wire website is subject to these Terms and Conditions of Use, as well as all applicable laws, as governed and interpreted pursuant to the laws of the **State of Minnesota**, United States of America, without reference to its choice of law rules and provisions. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. 3Wire's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and 3Wire with respect to the subject matter hereof.

Copyright Agent

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By Mail:
Copyright Agent
3Wire Group Inc.
101 Broadway Street West,
Suite 300
Osseo, MN 55369
By Telephone: (763) 488-3000
By Facsimile: (763) 488-3030

By e-mail: copyrightnotice@3wire.com

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