

Terms and Conditions of Web Site Usage

This Web Site (<http://www.kador.com>) (the "Web Site") is provided to you by Kador Ltd. also known as Kador Limited, subject to your acceptance of the Terms and Conditions contained herein. Kador Ltd. and Kador Limited refer to one and the same company of limited liability incorporated in Ontario, Canada..

These Terms and Conditions explain the terms and conditions under which you may use the Web Site.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS YOUR USE OF THE WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS THERETO. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS PLEASE DISCONTINUE YOUR USE OF THE WEB SITE.

Disclaimer

You agree that your use of this Web Site (including downloading material) is at your sole risk. All materials and information published on or otherwise accessible through this Web Site which may include, without limitation, text, images, graphics, audio clips and software (the "Content") are provided on an "as is" and "as available" basis. Kador Ltd. does not warrant or make any representations concerning the completeness, timeliness, suitability or accuracy of any of the Content displayed on or accessible through this Web Site, or that access to this Web Site will be uninterrupted, timely, secure, or error free. In no event shall Kador Ltd. be liable for any damages of any kind related to the use or misuse of the Content. Kador Ltd. disclaims and negates all warranties and conditions, whether express or implied, in respect of the Content including, without limitation, implied warranties and conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other rights.

Use of this Site

While visiting this Web Site you may not: (A) post, upload, publish, reproduce or otherwise distribute information or other material (i) constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or (ii) which is protected by copyright, or other intellectual property right, without obtaining permission of the copyright owner or rightholder; or (B) otherwise use this Web Site in a manner which is contrary to law including, without limitation, the posting or transmitting of any information or software which contains a virus or other harmful or disruptive component.

Limitation of Liability

IN NO EVENT WILL KADOR LTD. BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS WEB SITE OR ANY CONTENT AND INCLUDING, WITHOUT LIMITATION, LOSS OF ANY SORT RELATING TO THE PRODUCTS AS PROMOTED, LOSS OF USE, BUSINESS INTERRUPTION, PERSONAL INJURY, DEATH, LOSS OF DATA OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF KADOR LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEB SITE OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITE.

Indemnification

You agree to indemnify and hold Kador Ltd. and its directors, officers, employees, contractors and agents harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of your use of the Web Site or your breach of these Terms and Conditions.

Privacy Policy

Kador Ltd. adheres to its privacy policy as posted on this Web Site, in its collection, use and disclosure of personal information. You agree that you have read and agree to the terms of the aforementioned privacy policy

Trade-Marks

The trade-marks, logos, names and icons identifying Kador Ltd.'s and/or any third party products and/or services (collectively the "Trade-marks") displayed on this Web Site, are registered and unregistered Trade-marks of Kador Ltd. and others. Nothing contained on this Web Site should be construed as granting any licence or right to use any Trade-mark displayed on this Web Site, without the written permission of Kador Ltd. or other owner. Your use of the Trade-marks is prohibited. You are advised that Kador Ltd. will enforce its intellectual property rights to the fullest extent of the law, which may result in civil and/or criminal penalties.

Copyright

© 2007. Kador Ltd. All rights reserved. The Content of this Web Site is protected by Canadian and other national and international copyright, trademark and other laws. All Content is owned or controlled by Kador Ltd. The copying, reproduction, redistribution or publication of any part of this Web Site and/or the Content is prohibited, unless expressly authorized in writing by Kador Ltd. Use of the Content for any purpose other than as expressly permitted by the terms and conditions set out on this Web Site or by the owner of the Content is prohibited, and may result in civil and/or criminal penalties. You agree to abide by all additional copyright notices and restrictions contained in any Content and in any other content accessed through this Web Site. You acknowledge that you do not acquire any ownership rights by downloading Content from this Web Site.

Links

The Web Site may contain links to third-party websites. Kador Ltd. has no control over such third-party websites. Kador Ltd. makes no representations or endorsements whatsoever about any such linked site or with respect to any product and/or service available on any such linked site. It is your responsibility to take precautions to ensure that any material obtained by you from any such linked site is free of such items as viruses and other items of a destructive nature. Use of any such linked site and/or any information obtained therefrom is at your own risk.

Revisions

Kador Ltd. reserves the sole right to either modify or discontinue this Web Site including any features therein at any time with or without notice to you. Kador Ltd. shall not be liable to you or to any third party should Kador Ltd. exercise such right.

Kador Ltd. reserves the right to amend these Terms and Conditions at any time by posting the amended terms on the Web Site, which posting shall constitute notice to you. All amended terms shall be effective immediately upon such notice. Your continued use of the Web Site after such modifications will constitute your: (a) acknowledgement of the modified Terms and Conditions; and (b) agreement to abide and be bound by the modified Terms and Conditions.

Termination

Should you object to the Terms and Conditions or any subsequent modifications thereto or become dissatisfied with this Web Site, your only recourse is to immediately terminate your use of this Web Site.

Miscellaneous

These Terms and Conditions, which may be modified from time to time, including any documents referenced herein and any other applicable terms and conditions contained on this Web Site constitute the entire agreement between Kador Ltd. and you pertaining to your use of this Web Site. Kador Ltd.'s failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision hereof.

These Terms and Conditions shall bind and enure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without Kador Ltd.'s prior written consent.

You agree to comply with all applicable laws and regulations in your use of this Web Site. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to conflicts of laws provisions).

The section headings used herein are for convenience of reference only and have no legal or contractual significance.

Kador Ltd. has no obligation to monitor this Web Site. However, you agree that Kador Ltd. has the right to monitor this Web Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate this Web Site properly, or to protect itself.

Contact Information

If you have any issues and/or questions with these Terms and Conditions or any rule, policy, guideline or practice which Kador Ltd. uses to operate this Web Site, please contact us at contact@kador.com and Kador Ltd. will be pleased to respond to your concerns.

Last revised May, 2007.