

Terms of Use

I. GENERAL USE AGREEMENT II. PRIVACY POLICY

I. GENERAL USE AGREEMENT

This Agreement (the "General Use Agreement") governs your access and use of the Antec website (the "Website" or the "Service") accessed through <http://www.antec.com>, and the contents ("Content" or "Contents" or "Content Material") provided thereon or therethrough. **If you do not agree to these terms, do not access the website.**

In consideration for your right to access and use the Website, you and Antec, Inc. ("Antec") agree as follows:

1. ACCEPTANCE OF TERMS

By accessing the Service or the Website, you agree to be bound by the terms of this Agreement and any modifications made to it in accordance with Section 14 below. **If you do not agree to these terms, do not access the website.**

2. THE WEBSITE

The Antec Website enables businesses and individuals ("you" or the "Public") to view and download Antec corporate and product news, information, images, and other Contents stored in electronic format.

You understand and agree that the Website and Contents are provided "AS-IS" for your own personal, informational, educational, or other non-commercial purpose, and that Antec assumes no responsibility for, among other things, (1) errors or wrong information, (2) any service outages or interruptions, (3) the unavailability of particular sections, features or services, (4) the inability to access the Website, (5) the failure or inability to post Content to the Service, (6) the deletion of Content posted to the Website, (7) the failure to store Content posted to the Website or (8) your inability to view updated Contents regardless of the reason therefor.

3. CONTENT OWNERSHIP

You acknowledge and agree that the right to view content on the Service does not transfer any ownership rights in that content to you. All Contents on the Website are considered non-confidential and are the property of Antec, and all rights in said Contents are reserved unless otherwise agreed in advance in writing by Antec.

You may not use any of the Contents found on the Website, other than for viewing for your own personal, informational, educational, or other non-commercial purpose, without our express written permission. You may not modify any of the Contents found on the Website. You agree you may not and will not reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any of the Content accessible on the Website, nor attempt to pass off any of the Contents as your own, nor in any way violate Antec's ownership rights of the Content materials on the Website.

You agree that you will not use the Content material on the Website in any way that could hurt others.

4. LIMITATIONS, CONDITIONS AND RULES REGARDING WEBSITE

You agree that Antec may establish, in its sole discretion, any limitations, conditions or rules concerning use of the Website. You acknowledge that Antec has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

5. MODIFICATION AND TERMINATION OF SERVICE

Antec reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) or access to the Website, or its Contents or any part thereof, with or without notice. You agree that Antec shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Website or its Contents or of the Website Service as a whole.

You agree that Antec, in its sole discretion, may terminate your ability to access the Website, or to remove and discard any Content within the Website, for any reason or for no reason. You agree that any termination of your access to the Website may be immediate and without prior notice. You further agree that Antec shall not be liable to you or any third-party for any termination of your use or ability to access the Website.

Antec reserves the right to take any action it deems necessary with respect to your access to the Website if we have reason to believe it may cause us to lose the services of our ISP or suppliers.

6. OTHER WEB SITES AND RESOURCES

Third parties linking to the Website may provide links or access to or from other web sites and resources. Because Antec has no control over such sites and resources, you acknowledge and agree that Antec is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other Contents on or available from such sites or resources. You further acknowledge and agree that Antec shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content or goods or services available on or through any such site or resource.

7. NO RESALE, REDISTRIBUTION OR REPURPOSING OF WEBSITE OR CONTENT

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, use of the Website, access to the Website, or any of the Content accessible through the Website.

8. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

(a) your use of the Website is at your sole risk. The Website is provided on an "as is" and "as available" basis. Antec expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(b) Antec makes no warranty that (i) the Website will meet your requirements, (ii) the Website Service will be uninterrupted, timely, secure, or error-free, (iii) the information that may be obtained from the use of the Website will be accurate or reliable.

(c) any material downloaded or otherwise obtained through the use of the Website is obtained and used at your sole risk and discretion and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

(d) no advice or information, whether oral or written, obtained by you through or from the Website shall create any warranty by Antec.

9. LIMITATION OF LIABILITY

You expressly understand and agree that Antec shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Antec has been advised of the possibility of such damages), resulting from: (i) the use of or the inability to use the Website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Website; (iii) statements or conduct of any third party with regard to the Website; or (v) any other matter relating to the Website.

10. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 8 and 9 may not apply to you.

11. INDEMNITY

You agree to indemnify and hold Antec and its subsidiaries, affiliates, officers, agents, employees, and contractors harmless from any claim or demand, including reasonable attorneys' fees, resulting from your use of the Website, your connection to the Website, or your viewing or accessing the posts or messages of any other user of the Website in connection with the Website.

12. NOTICES

Notices to you may be made via email or regular mail, or Antec may also provide notices of changes to this Agreement or the Website by displaying notices or links to notices to you generally on the Website.

13. LEGAL DISPUTES

This Agreement and your relationship with Antec shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Antec agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Alameda, California, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14. MODIFICATION

We may amend this Agreement at any time by posting the amended terms on our site at <http://www.antec.com/pdf/TandCs.pdf>. All amendments shall automatically be effective 30 days after they are initially posted on our site. Your use of the Website following the effective date of any modifications shall constitute your binding acceptance of those modifications. This Agreement may not be otherwise amended except in a writing signed by an officer of Antec. This Agreement was last modified on August 3, 2004.

15. GENERAL

Antec's failure to enforce any provision of this agreement will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. Paragraphs 3, 7, 8, 9, 11, 13, and 14 of this Agreement shall survive any termination of the Agreement.

16. TRANSLATIONS

This agreement and the Antec Website site is developed in English and MAY be translated into other languages. To the extent a translation of the agreement or the site is provided, it is afforded as a convenience only. For all purposes, only the English version of this agreement, and the English versions of the Antec Website site shall be official and binding on the parties. Antec, Inc. is not responsible for the accuracy and correctness of any translation. You are solely responsible to carefully read and understand the English text and you agree that you may not rely on translations provided to be official documents or representations.

II. Privacy Policy

Antec, Inc. (Antec) takes your privacy seriously. The following describes our privacy policy.

What This Privacy Policy Covers

- This policy covers how Antec treats personal information that Antec collects and receives when you interact with our website and associated online store. Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available.
- This policy does not apply to the practices of companies that Antec does not own or control, or to people that Antec does not employ or manage.

NOTICE: Click [here](#) for important information about safe Internet surfing from the Federal Trade Commission.

Information Collection and Use

Online Antec Store

- Antec collects personal information when you order product from our online store site or "shopping cart" services. This information is used by us to fulfill your order; without it we cannot ship you the product you have purchased.
 - When you order we ask for information such as your name, shipping address, billing address, email address, zip code, and phone number. This information is archived with our accounting records for at least as long as the IRS requires.
 - When you order we also ask for your credit card number and credit card expiration date so that we can process payment for your order. This information is not available to Antec employees outside of our secure online payment system, and is discarded once the payments are processed.
- Your email address and, if appropriate, information concerning Antec products purchased from our online store, are entered into our emailing list database. Antec uses this information from time to time to send you information by email concerning our products and services.

Antec Website

- Antec collects information from you if you volunteer it to us through signing up to be on our

email list, through participation in any Contest we may hold from time to time, or through signing up to be listed on our Where To Buy pages.

- When you sign up to be on our email list, or to be listed on our Where To Buy pages, your email address will be added to our email list. Your other provided personal information will be stored and used for legitimate business purposes only, as described below.

- When you sign up for an Antec Contest, you will be given the choice to be added to our email address list or not. If you choose to be added, we will add your email address to our email list. If you choose not to be added, your email address will not be added to our email list. In either case your other provided personal information will be stored and used for legitimate business purposes only, as described below.

Children

- Antec does not knowingly do business with or accept orders from individuals under the age of 18. Therefore, we do not collect information from children under age 13, nor use it for any reason.

Information Sharing and Disclosure

- Antec does not rent, sell, or share personal information about you with other people or nonaffiliated companies except under the following circumstances:
 - We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims;
 - We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Antec's terms of use, or as otherwise required by law.
 - We transfer information about you if Antec is acquired by or merged with another company. In this event, Antec will notify you before information about you is transferred and becomes subject to a different privacy policy.

Cookies

- Antec sets and accesses cookies on your computer in only two circumstances:
 - 1) **Antec Store.** If you add product to a 'shopping cart' while in our online store, a cookie is created on your computer that lists the added product. This allows you to shop and return later to complete the transaction. Personal information is not stored in the cookie.
 - 2) **My Antec.** If you access the My Antec functionality (available through the main Website header) and set a default zone to govern your browsing of the Antec Website, that default zone is recorded in a cookie generated on your computer. Personal information is not stored in the cookie.

Your Ability to Edit and Delete Your Account Information and Preferences

General

- Your order information must be retained by us as a matter of law for a period of time set by law.
- If you receive an email from our mailing list system and would like to be removed from the database, you may ask to be deleted from our database by sending email to response@antec.com.

Confidentiality and Security

- We limit access to personal information about you to employees whom we believe reasonably need to come into contact with that information to provide products or services to you or in order to do their jobs.
- In certain areas of our online store Antec uses industry-standard SSL encryption to protect data transmissions.

Changes to this Privacy Policy

- Antec may update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your Antec account or by placing a prominent notice on our site. Minor changes, updates or clarifications to this policy will be posted as described in Paragraph 14 of our General Use Agreement (see above).

Questions and Suggestions

- If you have questions or suggestions, please contact us at:

Antec Inc.
Privacy Policy Issues
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Fremont, CA 94538