



Terms of Use

These Terms of Use apply to your access to, and use of, the CAIRE Inc. (“CAIRE”) Website (the “Site”), and any mobile application, including but not limited to CAIREview™ powered by SynsorMed, and online service or program where these Terms of Use are posted or linked (collectively, the “CAIRE Online Services”). CAIRE provides the CAIRE Online Services as a service to its customers. Please review the following basic rules that govern your use of the CAIRE Online Services (the “Agreement”). Please note that your use of any CAIRE Online Service constitutes your agreement to follow and be bound by these terms. If you do not agree to these terms, please do not use the CAIRE Online Services.

Although you may “bookmark” a particular portion of the Site and thereby bypass this Agreement, your use of any Online Service still binds you to the terms. CAIRE reserves the right to update or modify these Terms of Use at any time without prior notice. Your use of the CAIRE Online Services following any such changes constitutes your agreement to follow and be bound by the Terms of Use as changed. For this reason, we encourage you to review these Terms of Use whenever you use any CAIRE Online Service.

Usage Restrictions

All of the content you see and hear on the CAIRE Online Services, including, for example, all of the page headers, images, illustrations, graphics, audio clips, video clips, and text are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by CAIRE, one of its affiliates or by third parties who have licensed their materials to CAIRE. The entire content of the CAIRE Online Services is copyrighted as a collective work under U.S. copyright laws, and coordination, arrangement and enhancement of the content.

The content of the CAIRE Online Services is intended solely for the personal, noncommercial use by our users. You may download, print or store selected portions of the content, provided you (1) only use these materials for your own personal, noncommercial use, (2) do not copy or post the content on any network computer or broadcast the content in any media, and (3) do not modify or alter the content in any way, or delete or change any copyright or trademark notice.

No right, title or interest in any content or materials is transferred to you as a result of any such activities. CAIRE reserves complete title and full intellectual property rights in any content you download, reproduce, print, redistribute or store from the CAIRE Online Services.

Colors

We have done our best to display as accurately as possible the colors of the products shown on the CAIRE Online Services. However, because the colors you see will depend on your monitor, we cannot guarantee that your monitor’s display of any color will be accurate.

Correction of Errors and Inaccuracies

The information of the CAIRE Online Services may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change and update information at any time without prior notice (including after you have submitted your order). We apologize for any inconvenience this may cause you. If you are not fully satisfied with your CAIRE purchase, please see our Terms and Conditions for information on returns.

Typographical Errors

In the event a CAIRE product is listed at an incorrect price due to typographical error or systems error, CAIRE shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. CAIRE shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, CAIRE shall issue a credit to your credit card account in the amount of the incorrect price.

Termination

These Terms of Use are applicable to you upon your accessing any CAIRE Online Service and/or completing the registration or shopping process. These Terms of Use, or any of them, may be terminated by CAIRE without notice at any time for any reason.

Notice

CAIRE may deliver notice to you by means of electronic mail, a general notice on the CAIRE Online Services, or by written communication delivered by first class U.S. mail to your address on record in CAIRE's account information.

Use of CAIRE Online Services

Harassment in any manner or form on any CAIRE Online Service, including via e-mail and chat or by obscene or abusive language is strictly forbidden. Impersonation of others, including a CAIRE or other licensed employee, host, or representative as well as other members or visitors on any CAIRE Online Service is prohibited. You may not upload to, distribute, or otherwise publish through any CAIRE Online Service any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on any CAIRE Online Service or use any CAIRE Online Service to solicit others to join or become members of any other commercial online service or organization.

Indemnification

You agree to indemnify, defend, and hold harmless CAIRE, its officers, directors, employees, agents, licensors and suppliers (collectively the “Service Providers”) from and against all losses, expenses, damages and costs, including reasonable attorney’s fees, resulting from any violation of these Terms of Use or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing any CAIRE Online Service using your Internet account.

Third Party Links

In an attempt to provide increased value to our visitors, CAIRE may choose various third-party websites to link to on any CAIRE Online Service. However, even if the third party is affiliated with CAIRE, CAIRE has no control over these linked sites, all of which have separate privacy and data collection practices, independent of CAIRE. CAIRE has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of such web sites. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, CAIRE seeks to protect the integrity of the CAIRE Online Services and the links placed upon it and therefore requests any feedback on not only its site, but for sites it links to as well (including if a specific link does not work).

Notification of Copyright Infringement Under the Digital Millennium Copyright Act (DMCA)

We respect the intellectual property rights of others, and require that the people who use the CAIRE Online Services do the same. We may terminate the use privileges of users who are repeat infringers of intellectual property rights. Accordingly, you may not store any material or content on, or disseminate any material or content over, any CAIRE Online Service in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please forward the following information (or any statement in conformance with the DMCA) to our Copyright Agent whose contact information is provided below:

1. Your name, address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed; and
6. A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner’s behalf.

CAIRE's Copyright Agent:

Attention: Andrew D. Skale
Mintz Levin Cohn Ferris Glovsky and Popeo PC
Address: 3580 Carmel Mountain Road San
Diego, CA 92130
Phone: +1.858.314.1506 Fax:
+1.858.314.1501
Email: ADSkale@Mintz.com

No Liability

UNDER NO CIRCUMSTANCES WILL CAIRE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE CAIRE ONLINE SERVICES; (B) THE CONTENT THE CAIRE ONLINE SERVICES; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE CAIRE ONLINE SERVICES; (E) ANY ERRORS OR OMISSIONS IN THE OPERATION OF THE CAIRE ONLINE SERVICES; OR (F) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). SOME STATES, INCLUDING NEW JERSEY, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN WHICH CASE (OR IF YOU LIVE IN THOSE STATES), THE ABOVE LIMITATIONS DO NOT APPLY TO YOU.