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You hereby agree to defend, indemnify and hold harmless Vac-Tron, its owners, parents, subsidiaries, affiliates, and/or licensors, and its and their respective officers, directors, employees, agents, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) any claim, damage, obligation, loss or liability related to or arising from your use of and access to the Website; (ii) your violation of any term of these Terms of Use; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

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Your use of the Website is at your risk. Neither Vac-Tron, its affiliates, nor any of their respective officers, directors, agents or other representatives will be liable for any damages, including direct, indirect, incidental, consequential, special, or punitive damages, including, without limitation, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties, arising out of your access to or use of the Website or arising out of any action taken in response to or as a result of any Content, materials or other information available on the Website, however caused, whether based on breach of contract, tort (including negligence), proprietary rights infringement, product liability or otherwise. The foregoing shall apply even if Vac-Tron was advised of the possibility of such damages. If you become dissatisfied in any way with this Website or its Terms of Use or Privacy Policy, your sole and exclusive remedy is to stop using this Website and its services. You hereby waive any and all claims against Vac-Tron and its affiliates, agents, representatives and licensors arising out of your use of the Website. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of Vac-Tron and its affiliates shall not exceed one hundred dollars (\$100.) **The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The Website would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.**

### **Vac-Tron Online Privacy Policy**

We take your privacy very seriously. Our online [Privacy Policy](#) is incorporated herein by reference and forms apart of these Terms of Use and describes the collection, use, and sharing of certain personally identifiable and other information that may be provided in connection with the use of the Website. Please read and understand our Privacy Policy before accessing our using the Website.

### **Choice of Law and Enforcement**

Your access to the Website as well as the terms and conditions and the agreement they create are governed and interpreted by the laws of the State of Colorado other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado.

### **No Framing; Links; Third Party Sites**

Framing, in-line linking or other methods of association with the Website are expressly prohibited without prior written approval from Vac-Tron.

### **Ability to Accept Terms of Use**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

### **Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Vac-Tron without restriction.

### **Notice**

Vac-Tron reserves the right to amend these Terms of Use at any time. In the event of any change, Vac-Tron will note the date these Terms of Use were last updated below, so you know whether it has changed since your last visit. Your continued use of the Website following the posting of such revised terms will signify and be deemed your assent to and acceptance of the revised Terms of Use.

### **Miscellaneous**

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### **Contact Information**

You may send your comments to us at [info@vactron.com](mailto:info@vactron.com).