

Cassia Networks Terms of Use

If you do not agree with our Terms of Use (see below) or our [Privacy Statement](#), please discontinue using our website and mobile applications immediately.

Website Terms of Use

Acceptance of the Terms of Use

Welcome to the website of Cassia Networks ("**Company**", "**we**" or "**us**"). The following terms and conditions ("**Terms of Use**"), govern your access to and use of the Cassia Networks website, including any content, functionality and services offered on or through the Cassia Networks website (the "**Website**").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. This site is not targeted towards or intended to be used by anyone under the age of 13. Anyone visiting this site who is between the ages of 13 and 18 may only proceed under the supervision of a parent or legal guardian, who agrees to the Terms of Use.

By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You should frequently review the Terms of Use and applicable policies, so you are aware of any changes, and understand the terms and conditions that apply to your use of the Website. If you do not agree to the amended terms, you must stop using the Website.

Ownership

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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Digital Millenium Copyright Act (DMCA) Notice

Cassia Networks and this Website respect the intellectual property of others. If you believe, in good faith, that any material available via the Website infringes a copyright you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Cassia Networks

Attn: DMCA Designated Agent

97 E. Brokaw Road, Suite 130.

San Jose, CA 95112 USA

Email: info@cassianetworks.com.

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

In accordance with the DMCA and other applicable law, Cassia Networks has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. Cassia Networks may also, in its sole discretion, limit access to the Website of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website: a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); or, b) to engage in any other conduct that

restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to: a) use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website; b) use any device, software or routine that interferes with the proper working of the Website; c) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; or, d) otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Linking to the Website and Social Media Features

You are granted a limited, non-exclusive right to create hyperlinks to the Website for non-commercial purposes, provided you do so in a way that does not portray Company in a false, misleading, derogatory, or otherwise defamatory manner and provided that the linking site does not contain any obscene, sexually explicit, or illegal material or any material that is offensive or otherwise objectionable. In addition, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any proprietary right of Cassia Networks or any third party.

This Website may provide certain social media features. You may use these features solely as we provide them, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Santa Clara and County of Santa Clara. You waive any and all

objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver of or by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Contact Us

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All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to:
Info@cassianetworks.com

Thank you for visiting the Website.