



**DISCLAIMER
01 NOVEMBER 2005**

up2speed computer solutions LLC., referred to as "Up2speed computer solutions" or "up2speedsolutions.com" at its sole discretion, may change the terms, conditions and operation of this web site (the "site") at any time. By using this service the user agrees to the terms of this disclaimer and further waives any rights or claims it may have against up2speed computer solutions.

up2speed computer solutions reserves the right to update this agreement at any time. To see your obligations regarding these updates, please review the "Modification or Amendment of Agreement" section of the Master Services Agreement, available at <http://www.up2speed.com/legal/msa>.

The content available through the site is the sole property of up2speed computer solutions or its advertisers, suppliers or licensors and is protected by patent, copyright, trademark and other intellectual property laws. Except as otherwise explicitly agreed in writing, up2speed computer solutions-owned content received through the site may be downloaded, displayed, reformatted and printed for your personal, non-commercial use only. Content owned by up2speed computer solutions advertisers, suppliers or licensors may be subject to additional restrictions. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the content received through the site to anyone, including but not limited to others in the same company or organization without Up2speed computer solutions' express prior written consent.

We and our advertisers, suppliers and licensors provide the up2speed computer solutions web site and our services "as is" and without any warranty or condition, express or implied. We and our advertisers, suppliers and licensors specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and warranty of non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

Without limiting the foregoing, up2speed computer solutions shall not be liable to you or your business for any incidental, consequential, special, or punitive damages or lost or imputed profits or royalties arising out of the use of this site or any goods or services provided, whether for breach of warranty or any obligation arising from or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability) and irrespective of whether you have been advised of the possibility of any such loss or damage. Each party hereby waives any claims that these exclusions deprive such party of an adequate remedy.

You acknowledge that third party product and service providers may advertise their products and services on the up2speed computer solutions web site and that up2speed computer solutions may form partnerships or alliances with some of these vendors from time to time in order to facilitate the provision of these products and services to you. However, you acknowledge and agree that at no time is up2speed computer solutions making any representation or warranty regarding any third party's products or services, nor will Up2speed computer solutions be liable to you or any third party for any claims arising from or in connection with such third party products and services. You hereby disclaim and waive any rights and claims you may have against Up2speed computer solutions with respect to third party products and services, to the maximum extent permitted by law.