

Terms of Use for PDS Co Inc.com

Terms and Conditions: PDS Co., Inc. offers and provides the web pages available at this PDS Co., Inc. world wide web site (the "PDS Co., Inc. Site") to PDS Co., Inc. customers and the general public.

PLEASE READ THESE TERMS OF USE CAREFULLY WHEN ACCESSING THE PDS Co., Inc. SITE. BY ACCESSING THE PDS Co., Inc. SITE, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE OR ACCESS THIS PDS Co., Inc. SITE.

Copyright Ownership, License and Restrictions on Use: All right, title and interest (including all copyrights, trademarks, patent rights and other intellectual property rights) in and to the PDS Co., Inc. Site and all information, documents, articles, photographs, graphics, icons and other material (collectively, "Content") contained therein is and shall remain the sole property of PDS Co., Inc. and its licensors, as applicable. You are authorized to view, download, copy and use Content retrieved from the PDS Co., Inc. Site solely under the following conditions:

1. The Content is to be used for informational, non-commercial purposes only, and may not be copied, distributed or sold for commercial gain;
2. The Content may not be modified; and
3. You may not remove, modify or obscure any copyright or other proprietary notices or legends appearing on this PDS Co., Inc. Site.

Except as expressly set forth above, no Content available on the PDS Co., Inc. Site may be copied, reproduced, downloaded, uploaded, displayed, sold, posted, distributed, incorporated into another work, used to create a derivative work, or otherwise exploited in any way without prior written authorization from PDS Co., Inc. in each instance.

Trademarks: "PDS Co., Inc. ®" and the other trademarks, service marks and logos (collectively, the "Trademarks") displayed in the PDS Co., Inc. Site are the registered and unregistered trademarks of PDS Co., Inc., its subsidiaries and affiliates, and others. Nothing contained on this PDS Co., Inc. site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this site without the written permission of PDS Co., Inc. or such third party that owns the Trademark.

Links: This PDS Co., Inc. Site contains hypertext links to web sites of third parties. PDS Co., Inc. does not control these web sites and is not responsible for their content. The existence of such links does not indicate any approval, endorsement or authentication of any material appearing on such linked sites, nor does it indicate any association between PDS Co., Inc. and the owners or operators thereof except as specifically set forth on this PDS Co., Inc. Site. You assume sole responsibility for use of third party sites accessed through links on the PDS Co., Inc. Site. You may establish a hypertext link to this PDS Co., Inc. site, provided: (a) you only link to the home page located at www.kbtech.com; (b) the link does not state or imply any endorsement or sponsorship of you, your company, or your site by PDS Co., Inc.; (c) you do not remove or obscure the copyright notice or other proprietary notices on this site; (d) you do not "frame" or "mirror" the PDS Co., Inc. Site or any Content contained on the PDS Co., Inc. Site; (e) you provide PDS Co., Inc. notice of such link by any method on [our contact page](#); and (f) you promptly discontinue providing links to this PDS Co., Inc. Site upon notification by PDS Co., Inc..

Currency of Information: All press releases, articles, product descriptions and other information contained in or linked to the PDS Co., Inc. Site were to the best of PDS Co., Inc.'s knowledge timely and accurate when issued. However, the passage of time can render these materials stale. PDS Co., Inc. is not responsible for any misimpressions or other problems that may resolve from the reading of dated material. Users of the PDS Co., Inc. Site should carefully check the date of issuance of the press releases, articles, reports and other items contained in or linked to the PDS Co., Inc. Site.

Disclaimers: PDS Co., Inc. does not guarantee continuous, uninterrupted or secure access to the PDS Co., Inc. Site, and operation of the PDS Co., Inc. Site may be interfered with by numerous factors outside of our

control. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PDS Co., Inc. SITE, OR WITH ANY OF THESE TERMS AND CONDITIONS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS PDS Co., Inc. SITE.

THE PDS Co., Inc. SITE IS PROVIDED ON AN "AS IS" BASIS AND PDS Co., Inc. EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND TO USERS AND THIRD PARTIES AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE CONTENT ON THIS PDS Co., Inc. SITE OR THE FITNESS OF SUCH CONTENT FOR ANY PURPOSE. IN NO EVENT SHALL PDS Co., Inc. OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE (WHETHER IN AN ACTION ARISING FROM CONTRACT OR TORT) FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER CONSEQUENTIAL, INCIDENTAL OR INTANGIBLE LOSSES (EVEN IF PDS Co., Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY USE OF OR MATTER RELATING TO THIS PDS Co., Inc. SITE.

Please note that some jurisdictions may not allow the above exclusion of implied warranties, so some of the above exclusions may not apply to you.

Severability: You agree that if any provision of these Terms and Conditions of Use is found void or unenforceable, including without limitation the warranty disclaimers and liability limitations set forth above, this will not affect the validity of the remainder of these Terms of Use, which shall remain valid and enforceable, and the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

Governing Law; Jurisdiction: PDS Co., Inc. controls and operates this PDS Co., Inc. Site from its headquarters in Arkansas, the United States of America, and makes no representation that the Content appearing herein is appropriate or will be available for use in other jurisdictions. Unless otherwise explicitly stated, all Content found on this PDS Co., Inc. Site is directed solely to individuals, companies and other entities located in the United States. If you use this PDS Co., Inc. Site from outside the United States, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflicts of law provisions. Any legal action or proceeding arising out of or relating to these Terms of Use or the PDS Co., Inc. Site shall be exclusively subject to the jurisdiction of the federal courts of the United States of America and/or the state courts of Arkansas located in Union County, Arkansas. Use of this PDS Co., Inc. Site is unauthorized in any jurisdiction that does not give effect to all of the provisions of these Terms of Use.

Revisions to Terms of Use and PDS Co., Inc. Site: PDS Co., Inc. reserves the right to revise these Terms of Use at any time and for any reason. We also reserve the right to make changes at any time, without notice or obligation, to any of the Content contained on this PDS Co., Inc. Site. By using this PDS Co., Inc. Site, you acknowledge and agree that you shall be bound by any such revisions. Accordingly, you should periodically visit this Terms of Use page to review the terms and conditions set forth herein.

Privacy Policy: In addition to reading these Terms of Use, please see our Privacy Policy to understand our privacy practices with respect to the PDS Co., Inc. Site.