

# Website User Agreement

Covers Terms of Use, Disclaimer Statement, Limitation of Liability, Endorsements, Content Usage Policy, Logo, Linking websites to Whisper Tech, Whisper Tech website linking to external websites, Privacy Policy Statement. See also Legal and Copyright Notice, and Privacy Policy.

This is the website of Whisper Tech Ltd ("Whisper Tech"). Furthermore, "WhisperGen" refers to our product(s).

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## Terms of Use

This website with its home page in the domain [www.whispergen.com](http://www.whispergen.com) (the "Website") is a complimentary information service offered by Whisper Tech Ltd ("Whisper Tech") at no charge to users of the World Wide Web, with the express condition that these users agree to be bound by the terms and conditions set forth in this User Agreement.

Whisper Tech reserves the right to change these terms and conditions at any time and you must consult the most recent version of this User Agreement (not an older cached version) each time you view the Website.

Use of this Website constitutes your acceptance of all of the following terms and conditions.

The Whisper Tech website is for informational purposes only and is not meant to serve as technical advice or to replace consultation with Whisper Tech or an accredited WhisperGen dealer. You acknowledge that the information on the Website is provided "as is" for general information only.

## Limitation of Liability

You agree that you will hold harmless Whisper Tech and its officers, directors, employees, and volunteers from all claims arising out of or related to your access or use of, or your inability to access or use, this Website or the information contained in this Website or other websites to which it is linked. This includes, but is not limited to, information or materials viewed or downloaded from this Website

or another website to which it is linked that appear to you or are construed by you to be obscene, offensive, defamatory, or that infringe upon your intellectual property rights.

In no event will Whisper Tech or the contributors of information to this website be liable to you or anyone else for any decision made or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages.

### **Endorsements**

You acknowledge that the opinions and recommendations contained in this Website are not necessarily those of Whisper Tech or endorsed by Whisper Tech. Whisper Tech may provide links on the Website to other websites, which are not under the control of Whisper Tech. In general, any website which has an address (or URL) which does not contain " Whisper Tech " is such a website. These links are provided for convenience of reference only and are not intended as an endorsement by Whisper Tech of the organisation or individual operating the website or a warranty of any type regarding the website or the information on the website.

### **Content Usage Policy**

Unless otherwise indicated, all information contained on our website or in written form including but not limited to text, graphics, logos, button icons, video or audio clips is copyrighted by and proprietary to Whisper Tech Ltd ("Whisper Tech") and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use or otherwise used in whole or in part any manner without Whisper Tech's prior written consent.

The exception to this is that the user may make such temporary copies in a single computer's RAM and hard drive cache as are necessary to browse the website, and the user may make one permanent copy of each page of the website, brochure or booklet to be used by the user for personal and non-commercial uses which do not harm the reputation of Whisper Tech.

Once written consent is given in the form of a signed permission agreement, the following restrictions apply:

1. The content may only be used for informational purposes or for promotion of WhisperGen product.
2. The content may not be further modified in any way, other than as described in #3, next.
3. Any copy of content or portion thereof must include the Whisper Tech Ltd cite line as "copyrighted and published by Whisper Tech Ltd, no part of this document may be reproduced without written consent"

4. Whisper Tech Ltd has the right to revoke any authorisation at any time, and any such use must be discontinued upon notice from Whisper Tech.

## Logo



This logo is the registered trade mark of Whisper Tech Ltd.

A logo for authorised WhisperGen Dealers is available to suitably qualified organisations on request.

See "Linking websites to Whisper Tech " next for more details.

## Linking websites to Whisper Tech

Whisper Tech may grant the owner of an approved website permission to use a hyper-text link on his or her web site, provided:

1. Any text-only link must clearly be marked " Whisper Tech Ltd";
2. The appearance, position and other aspects of either the link or the host website may not be such as to damage or dilute the goodwill associated with Whisper Tech 's name and trade marks;
3. The appearance, position and other aspects of either the link or the host website may not create the false appearance that an entity other than Whisper Tech is associated with or sponsored by Whisper Tech;
4. The link, when activated by a user, must display this Website full-screen and not with a "frame" on the linked website. Whisper Tech Ltd considers framing, the practice of intact reproduction of a page or pages of one website to another website, to be deceptive and a violation of the Whisper Tech Ltd's copyright rights. No authorization or permission is given for framing our content, whether in whole or in part;
5. Whisper Tech reserves the right to revoke its consent to the link at any time. in its sole discretion by amending this User Agreement; and
6. Whisper Tech reserves the right to require a reciprocal link to the linking site.

Further, if you have any questions, or have a proposed use that is not in strict conformance with these policies, please contact our site administrator who will forward the message to the appropriate person.

The Whisper Tech linking logo (the 'Logo') provided above may only be used as a link to Whisper Tech's homepage and for no other purpose. It may not link to other pages on your Website, or to a third party Website.

You may not give the Logo to anyone else.

You agree and acknowledge that this is not a 'trade mark license' by which you are in any way using the Logo to indicate origin of any product or service you offer.

You agree not to alter the Logo in any manner, including proportions, colours, elements, etc., or animate, morph or otherwise distort its perspective or two-dimensional appearance.

You agree not to use the Logo on any site that disparages Whisper Tech or its WhisperGen (& other) products or services, infringes on Whisper Tech intellectual property or other rights, or violates any state, federal or international law.

Your use of the Logo must be truthful and not misleading.

You agree not to use the Logo to imply any relationship with, or endorsement or sponsorship by Whisper Tech that is not true.

You agree not to display the Logo in a manner which displays it in a negative light, disparages it, or uses it in connection with immoral materials or any other way that detracts from the good taste represented by Whisper Tech.

You agree not to use the Logo as a predominant feature on your Website. This means (at a minimum) that it must appear smaller than your Web page title and your company logo, it may not be displayed larger or more prominently than other company logos on your page, and it should not appear at the top of the page, but rather at the bottom, along the sides, or in some location less prominent than the top.

You agree to display the Logo by itself.

You agree not to use the Logo as a feature or design element of any other logo or any other name or trade mark. However, subject to these conditions of use, other company logos may appear on the same Web page.

Unless required to use more specific trade mark attribution language by any license or agreement you may have from Whisper Tech, you agree to use the following language on the page where the Logo appears or where there are other legal notices: WhisperGen, Whisper Tech and the Whisper Tech stylised logo are trade marks or registered trade marks of Whisper Tech Ltd.

Whisper Tech reserves the right to approve or disapprove the use of the Logo on your Web page (size, surrounding text, etc.) to ensure that it complies with these policies.

This Agreement applies only to Web pages, and not to other uses, such as documentation, product packaging, or other advertising or marketing materials.

You agree and acknowledge Whisper Tech rights in the Logo and agree not to adopt, use, register, or attempt to register anywhere in the world any logo or trade mark confusingly similar to the Logo. You agree that you will not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing Whisper Tech right, title or interest in the Logo.

You agree that use of the Logo shall inure to the benefit of Whisper Tech. If you happen to obtain rights in the Logo, you agree to give such rights back to Whisper Tech. Whisper Tech Ltd DISCLAIMS ANY WARRANTIES THAT MAY BE EXPRESS OR IMPLIED BY LAW REGARDING THE LOGOS, INCLUDING WARRANTIES AGAINST INFRINGEMENT. YOU AGREE TO INDEMNIFY Whisper Tech Ltd FROM AND AGAINST ALL CLAIMS AND LIABILITIES ARISING OUT OF YOUR USE OF THE LOGO.

Whisper Tech reserves the right in its sole discretion to modify or terminate permission to use the Logo at any time. Whisper Tech reserves the right to take action against any use that does not conform with the terms of this Agreement, infringes any Whisper Tech intellectual property or other right, or violates other applicable law.

### **Whisper Tech website linking to external websites**

Whisper Tech is not responsible for the information or materials contained on the host website. Links to external websites are provided for convenience of reference only and are not intended as an endorsement by Whisper Tech of the organisation or individual operating the host website or a warranty of any type regarding the host website or the information on the host website.

### **Privacy Policy Statement**

For each visitor to our Web page, our Web server automatically recognises the consumer's domain name, aggregate information on what pages consumers access or visit, information volunteered by the consumer, such as survey information, e-mail addresses and/or site registrations. We automatically collect only the domain name. If you do not want to receive e-mail from us in the future, please let us know by writing to us at the address below.

If you supply us with your postal address on-line you will only receive the information for which you provided us your address. Persons who supply us with their telephone numbers on-line will only receive telephone contact from us with information regarding orders they have placed on-line. The information we collect

is used for marketing purposes, internal review, and to improve the content of our Web page, but is not shared with other organisations for commercial purposes.

**Cookies:** We do not use cookies on the general public area of the website. We do use cookies on the operational and administrative functions of the site, and also use cookies to remember login details when authorised users login to Whisper Tech support login.

**Ad Servers:** We do not partner with or have special relationships with any ad server companies.

If our information practices change at some time in the future, we will post the policy changes to our Website to notify you of these changes and provide you with the ability to opt out of these new uses. If you are concerned about how your information is used, you should check back at our Website periodically. Upon request, we provide site visitors with access to contact information (e.g., name, address, phone number) that we maintain about them and users have the right to opt out of having their information collected. Consumers can do this by writing to us at the address below.

With respect to security, at present we do not transfer and receive certain types of sensitive information such as financial information. When in future we do so, we will redirect visitors to a secure server and will notify visitors through a pop-up screen on our site.