

Terms of Service

The Effective Date of this Document

2021-01-01 (the 1st day of January, 2021)

Overview

Peregrine Hardware, Inc. dba Peregrine Computer Consultants Corporation (“PCCC”, “we,” “us,” or “our”) respects the users of our websites, technologies, products, and services (collectively, the “Services”). This document details our Terms of Service and applies to the Services offered by PCCC’s Websites. By visiting or using any of our Services or domains including but not limited to pccc.com, peregrinehw.com, raptoremailsecurity.com, raptor.us, notethat.com, and any sub-domains, you are agreeing to the practices described in this notice.

Changes In Our Terms of Service

Our business is rapidly evolving and PCCC reserves the right to modify any or all of its Terms of Service by updating this notice at any time, without any advance notice given to you. Any such modification to our Terms of Service shall be effective immediately on the day of their being posted. Each of the revised Terms of Service contain their effective date. As a result, we encourage you to refer to this document regularly so that you understand our current Terms of Service.

Governing Law

These Terms of Service, and any dispute arising out of or in connection with this Terms of Service agreement, is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act (“UCITA”) as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County, Virginia, and each party hereto irrevocably

submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

The Website in General

The PCCC websites (“Website”) and software contain copyrighted material and intellectual properties owned by PCCC.

This Website, like most other websites, uses ‘cookies’ to store information including visitors’ preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users’ experience by customizing our web page content based on visitors’ browser type and/or other information.

The general public use of this Website is for informational purposes concerning PCCC’s products and services. PCCC reserves the right to change, suspend, or cease the Website, as a whole, with or without notice to you. You agree that PCCC will not be held liable to you or any third-party for any change, interruption, or termination of the Website, whether as a whole or in part. You agree that PCCC will have no obligation to provide you with any support in connection with the Website.

Particular features and functionality of the Website may be subject to additional guidelines, terms, or rules, which will be posted on the Website in connection with such items. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

By registering and logging into the Website, you represent that you have the authority & capacity to enter into these Terms.

No One Under Age 18 Allowed

PCCC does not knowingly allow anyone under the age of eighteen (18) years old to register. If you are not yet eighteen (18) years old, please discontinue using our Services immediately and do not send any information about yourself to us.

In the event that we learn that we have collected information from anyone under the age of eighteen (18) without verification of parental consent, PCCC will delete any & all such information as quickly as reasonably possible, and we shall immediately cease performing any & all services heretofore provided. PCCC shall not be held liable for any disruptions caused to you by the cessation of services.

If you believe that PCCC might have any information from or about someone who is not yet eighteen (18) years old, please contact us as detailed below.

Accessing the Website

Subject to the above detailed age restriction, you can register with the Website. By registering with the Website, you supply information about yourself (whether personal or commercial) which may include billing information and your technological infrastructure for setting up PCCC services and products.

Excluding any User Content that you may provide for Account registration purposes, you agree that all the content on the Website, including copyrights, patents, trademarks, and trade secrets, is intellectual property owned by PCCC or PCCC's suppliers. These Terms, and your limited access to the Website itself, do not give you any rights, title, or interest in or to any of PCCC's intellectual property rights.

PCCC reserves the right to change, suspend, or cease the Website, as a whole, with or without notice to you; and to change, suspend, or cease your access to the Website with or without notice to you. You agree that PCCC will not be held liable to you or any third-party for any change, interruption, or termination of the Website, whether as a whole or in part. You agree that PCCC will have no obligation to provide you with any support in connection with the Website.

The rights granted to you by these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit this Website; (b) you shall not change, make derivative works of, disassemble, reverse compile, or reverse engineer any part of this Website or the accompanying Raptor Email Security software; (c) you shall not access this Website in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of this Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of this Website shall be subject to these Terms. All copyright and other proprietary notices on the Website must be retained on all copies thereof.

PCCC and its suppliers reserve all rights not granted in these Terms.

Copyright Policy

PCCC respects the intellectual property of others and asks that users of our Website do the same for our intellectual property and the intellectual property of others. All trademarks, logos and service marks displayed on the Website are property of PCCC or the property of other third-parties. You are not permitted to use these Marks without our prior written consent or the consent of such third-parties which may own those Marks. All rights reserved.

In connection with our Website, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Website who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Website, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to [PCCC's Designated Agent](#), as documented on the U.S. Copyright Office DMCA Designated Agent Directory:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

External Links And Third Party Advertising

Our Services may contain advertisements, promotions, references, and links to other websites and entities. We also may use third parties to display or serve advertising in connection with our Services and communications, including but not limited to delivery via e-mail, text messaging, RSS, phone calls (automated or manual), facsimiles, or postal mail. Oftentimes, such third parties employ cookie and tracking technologies to measure the effectiveness of their advertisements, products, or services. You should hence be aware that different privacy policies may apply to the collection, use, or disclosure of your information by third parties in connection with their advertisements and promotions and with other websites you encounter over the Internet. The use of such technology by these third parties is outside of our control. Even if we maintain a relationship with a third party, we do not control their websites or their policies and practices regarding the use of your information. Since this Privacy Policy does not cover the use of any information that a third party may collect from you, we encourage you to research and ask questions directly of

such entities in this regard.

License

By registering with a PCCC Website, PCCC grants you one non-transferable, non-exclusive, revocable, limited license to access and use the website for the specific purpose of interacting with PCCC's services and product through your Account and User Content.

PCCC reserves the right to grant licences to use the Website to third parties.

The license for the product itself is outlined in the PCCC End-User License Agreement.

Warranty

PCCC provides our Website and products with all reasonable & professional responsibility and competence. You agree to inform us about problems you encounter and provide that you will work with us to correct those issues, and thereby allow us to improve PCCC's product, for yourself particularly and others generally.

Disclaimers

The Website is provided on an "as-is" and "as available" basis. PCCC and our suppliers make no guarantee that the Website will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

Unless required by law, PCCC and our suppliers expressly disclaim any and all warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement.

Limitation on Liability

To the maximum extent permitted by law, in no event shall PCCC or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from or relating to these terms or your use of, or incapability to use the Website, even if PCCC has been advised of the possibility of such damages. Access to and use of the Website is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, for any loss of data resulting therefrom, or for any damage to your business (whether personal or commercial).

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of fifty U.S. dollars (USD \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

These Terms will remain in full force and effect while you use the Website. We may suspend or terminate your rights to use the Website at any time for any reason at our sole discretion, including for any use of the Website in violation of these Terms. Upon termination of your rights under these Terms, your Account and your right to access and use the Website will terminate immediately. You understand that any termination of your Account may involve deletion of User Content associated with your Account from our live databases. PCCC shall not be held liable for any disruptions or harm caused to you by the cessation of services.

Even after your rights under these Terms of Service are terminated, the following provisions of these Terms will remain in effect:

General

These Terms outline the relationship between you and PCCC; and these Terms do not create any legal rights between PCCC and any other entity (whether personal or commercial) connected with, or to, yourself.

The Website may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from PCCC, or any products utilizing such data, in violation of the United States export laws or regulations.

The communications between you and PCCC use electronic means, whether you use the Website or send us emails, or whether PCCC posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from PCCC in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that PCCC provides to you electronically satisfy any legal obligation that such communications would satisfy if it were to be in a hard copy writing.

These Terms constitute the entire agreement between you and us regarding the use of the Website. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or

unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to PCCC is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without PCCC's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. PCCC may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

Contacting Us

If you have any questions about our Terms of Service, please [Contact Us](#).
Postmaster, abuse and copyright complaints may also be sent using this form.