



Terms of Use

Forecross Corporation ("Forecross") makes this website available subject to the following Terms of Use ("Terms"). By accessing this site, you accept without limitation or qualification, these Terms. If you do not agree to be bound by these Terms, you may not access or use this website. Forecross reserves the right to change these Terms from time to time at its sole discretion.

Ownership

The trademarks, logos and service marks ("Marks") displayed on this website are the property of Forecross or other third parties. You are not permitted to use the Marks without the prior written consent of Forecross or the third party that may own the Marks. "Forecross" is a registered trademark of Forecross Corporation.

Copyright

The content of this website and any underlying technology used in connection with this website, is protected by copyright, trademark, trade dress, patent, trade secret, unfair competition, and other intellectual and proprietary rights. Except as expressly provided in Terms, Forecross does not grant any express or implied rights to use the website: Copyright © 1996-2017 Forecross Corporation Except as specifically permitted herein, no portion of this website, its content or underlying technology, may be reproduced in any form or by any means without prior written approval from Forecross.

Use of Website Information

Except as otherwise indicated on this site, you may view, copy, print, and distribute documents available on this website subject to the following conditions:

- The document may be used solely for personal, informational, non-commercial purposes;
- The document may not be modified or altered in any way;
- Any copy of the document or portion thereof must include the copyright notice above and this permission notice; and
- Forecross reserves the right to revoke such authorization at any time, and any such use shall be discontinued immediately upon written notice from Forecross. Documents specified above do not include the design or layout of this website.



Warranties and Disclaimers

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN AN AGREEMENT BETWEEN YOU AND FORECROSS, THIS WEBSITE IS PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. FORECROSS ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR SOFTWARE OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEBSITE. REFERENCES TO CORPORATIONS, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN NO EVENT SHALL FORECROSS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN; THESE CHANGES WILL BE INCORPORATED IN NEW EDITIONS OF THIS WEBSITE. FORECROSS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED IN THIS WEBSITE AT ANY TIME.

Limitation of Liability

IN NO EVENT SHALL FORECROSS, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF FORECROSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE



FORECROSS LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FORECROSS OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

Forward-Looking Statements Disclaimer

Statements set forth throughout this website may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 or other applicable laws. These statements involve a number of risks, uncertainties, and other factors that could cause actual results to differ materially, as discussed in the company's filings with the U.S. Securities and Exchange Commission.

Privacy Policy

Forecross is committed to respecting your privacy while accessing this website and using our services. To learn more about how Forecross protects your personal information, please refer to the Forecross Privacy Notice.

Links to Third-Party Websites

Links on the Forecross website to third-party websites are provided solely as a convenience to you. Forecross has not reviewed these third-party sites, does not control and is not responsible for any of these sites, and is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on these sites.. Forecross does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. When you access one of these third party websites, you do this entirely at your own risk.

Linking to The Forecross Website

You may create links to this website from other sites, but only in accordance with the stipulations noted below and in compliance with all applicable laws.

A site that links to this website: ·

- May link to but not replicate Forecross content
- Should not create a browser or border environment around Forecross content
- Should not imply that Forecross is endorsing it or its products
- Should not misrepresent its relationship with Forecross
- Should not present false information about Forecross products or services



- Should not use the Forecross logo without permission from Forecross

As a further condition to being permitted to link to this site, you agree that Forecross may at any time, at its sole discretion, terminate permission to link to this website. In such event, you agree to immediately remove all links to this website.

General

By accessing this website, you agree to the above stated Terms. The Terms constitute the entire agreement between Forecross and you with respect to your access to or use of this website and supersede any prior agreements between you and Forecross on such subject matter. All matters relating to your access to, or use of, this website shall be governed by the Laws of the State of California, without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against Forecross must be resolved by a court located in San Francisco County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located in San Francisco County, California, for the purpose of litigating such claims or disputes. You may not assign or otherwise transfer the Terms, or any right granted hereunder, without the prior written consent of Forecross. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect. Any failure by Forecross to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.