



Web Site Terms and Conditions of Use

Please read these terms carefully before using www.doorking.com; www.dkaccess.com; www.dksoftware.com (this "Site"). By accessing and using this Site you indicate your acknowledgment and acceptance of these terms and conditions.

These terms and conditions govern the use of www.doorking.com and those sites of DoorKing, Inc. These terms and conditions are subject to change without notice. Therefore, if you are a regular user of the Site, please review these terms and conditions regularly.

Initially, please note that this Site is intended for adult use only and we do not market products to children. Please do not use this site if you are under 18 years of age without a parent. From time to time DoorKing, Inc. may present activities on the Site for use by adults in conjunction with their children. These activities do not involve the collection of personal information from children, and are not intended for use by children who are unaccompanied by adults.

Laws/Regulations

Your access and use of this Site is subject to all applicable international, federal, state and local laws and regulations.

Copyright/Trademarks

This Site, including images, text, audio and other components therein ("Materials") are copyrighted materials owned by DoorKing, Inc. and protected by worldwide copyright laws and treaty provisions. Elements of this Site are also protected by copyright, trademark, trade dress and other laws and may not be copied or imitated in whole or in part. You may not use, copy, reproduce, modify, publish, upload, post, transmit, or distribute Materials and elements of this Site in any way without DoorKing's expressed prior written permission. These Materials and elements include, but are not limited to, names, trademarks, logos, graphics, sounds and images. Except as expressly provided herein, DoorKing, Inc. does not grant any express or implied right to users under any patents, copyright, trademarks, or trade secrets.

No Warranties

THIS SITE IS DISTRIBUTED ON AN "AS IS" BASIS. DOORKING, INC. MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITE LINKED TO FROM THIS SITE. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, DOORKING, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND ACCURACY. FURTHER, DOORKING, INC. DOES NOT WARRANT THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF COMPUTER VIRUSES.

Updates and Errors

DOORKING, INC. DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS, OR OTHER ITEMS CONTAINED WITHIN THIS SITE. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SITE COULD BE OUTDATED OR CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. DOORKING, INC. AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) OR SERVICE(S) OFFERED AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

DOORKING, INC. HAS NO DUTY TO UPDATE THIS SITE OR THE CONTENT HEREOF AND DOORKING, INC. SHALL NOT BE LIABLE FOR ANY FAILURE TO UPDATE SUCH INFORMATION.

YOU AGREE THAT DOORKING, INC. AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF DOORKING, INC. WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., YOUR INABILITY TO ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. DOORKING, INC. CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEB SITE. FURTHERMORE, YOU AGREE TO INDEMNIFY DOORKING, INC. AGAINST LIABILITY FOR ANY AND ALL USE OF THE SITE.

Limitation of Liability for Services Provided by Dealers or Distributors

YOU UNDERSTAND THAT DOORKING, INC. MAY PROVIDE YOU WITH INFORMATION ABOUT OR LINKS TO DEALERS OR DISTRIBUTORS WHO SELL AND/OR SERVICE DOORKING PRODUCTS IN A CERTAIN GEOGRAPHIC AREA. DOORKING, INC. HEREBY DISCLAIMS ANY LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY DEALER IDENTIFIED ON THIS SITE, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE OR OTHERWISE, OF SUCH DEALERS AND YOU HEREBY EXONERATE DOORKING, INC. FROM ANY LIABILITY WITH RESPECT TO THE SAME. PLEASE REVIEW DOORKING, INC.'S WARRANTY INFORMATION FOR DETAILS ON THE WARRANTY PROVIDED BY DOORKING, INC. FOR ITS PRODUCTS.

Confidentiality of User Communications

Except as required by law and in accordance with the DoorKing, Inc., Consumer Data Privacy Policy, DoorKing, Inc. will maintain the confidentiality of all user communications which contain personal user information and which are transmitted directly to DoorKing, Inc. Users should be aware that sites, which are linked to from this Site, may contain confidentiality provisions that differ from the provisions provided herein. DoorKing, Inc. is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions. DoorKing, Inc. does not knowingly collect personal information regarding children.

Jurisdiction and Venue

This Site is controlled and operated by DoorKing, Inc. from its offices within the United States of America. Any claim relating to this Site shall be governed by the internal substantive laws of the United States and the State of California. You and DoorKing, Inc. agree to submit to the personal and exclusive jurisdiction of the courts located within Los Angeles County in the State of California. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these terms and conditions must be filed within one (1) year after such claim or cause of action arose.

Linked Internet Sites

DoorKing, Inc. prohibits caching, unauthorized hypertext links to this Site and the framing of any materials available through this Site. DoorKing, Inc. reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the contents of any other Internet sites linked to this Site.

Access to any other Internet sites linked to this Site is at your own risk. You should be aware that linked sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on this Site. DoorKing, Inc. is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

Violation of Terms and Conditions

DoorKing, Inc. reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular Internet address to this Site.

Access to Password Protected/Secure

Access to and use of password protected and/or secure areas of this Site is restricted to authorized trade users only. Individuals misusing passwords and unauthorized individuals attempting to access restricted areas of this Site may be subject to civil liability and criminal prosecution.

Changes to These Terms and Conditions

DoorKing, Inc. operates this site and reserves the right to change these terms and conditions at any time and from time to time without notice. Changes in these terms and conditions will be effective upon posting or as otherwise specified by DoorKing, Inc. The failure of DoorKing, Inc. to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. The section titles herein are for convenience only and have no legal or contractual effect.

Operator

The operator of the DoorKing web sites is: DoorKing, Inc., 120 S. Glasgow Avenue, Inglewood, California 90301, USA. Phone 310-645-0023, Fax 310-641-1586, email info@doorking.com. If you have any questions or concerns regarding these terms and conditions of use, you may contact us using the above referenced information.