



## Valiant Portal | Terms of Use

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You may use the service for your personal, non-commercial use only. You may not use the Service to sell a product or service or for any other commercial use. Access to and use of the Service is subject to all applicable federal, state and local laws, rules and regulations. You may not use the Service in any way which violates any such laws, rules or regulations. Access to and use of password protected areas of the Service is restricted to authorized users only. Unauthorized access to password protected areas of the Service is prohibited.

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### **Content Contained in the Service**

Much of the information contained in the Service is based upon information provided by you, your employer and other parties over whom Valiant has no control. Valiant does not guaranty the accuracy or completeness of and assumes no responsibility for any information contained in the Service.

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### **Content Provided by Users to the Service**

You agree that all information and data that you submit, input or otherwise provide to the Service will be complete and accurate and will comply with all applicable federal, state and local laws, rules and regulations and all applicable rules, procedures and instructions pertaining to the submission of information to the Service. You further agree to be responsible for and to indemnify and hold harmless Valiant for any losses, damages, costs and expenses incurred or suffered by Valiant as a result of your submission of incomplete or inaccurate information to the Service or your failure to comply with the rules, procedures and instructions pertaining to the submission of information to the Service.

### **Privacy Policy**

By using the Service, you agree to the terms and conditions of the Valiant Portal Employee Self Service Solution **Privacy Policy** below.

### **Changes in Service**

Valiant reserves the right to change or terminate the Service at any time or from time to time, for any reason, with or without notice to you, and without liability to you or any other user or third party.



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Without limiting the generality of the foregoing, under no circumstances shall Valiant be held liable for any delay or failure in performance resulting, directly or indirectly, from acts of nature, forces or causes beyond its reasonable control including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

### **Security**

Confidential information transmitted to and from the Service is encrypted for the user's protection. However, the security of information transmitted through the Internet can never be guaranteed. Without limiting the generality of any other provision contained herein, Valiant is not responsible for any interception or interruption of any communications through the Internet. User is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected areas of the Service.



### **Miscellaneous Provisions**

These Terms of Use will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions. Any and all legal disputes relating to the Service or these Terms of Use shall be litigated in the courts of the state of New York or the federal district court(s) sitting in the State of New York, which courts shall have exclusive jurisdiction for such purpose, and each of you and Valiant consent to the personal jurisdiction of those courts.

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect.

These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Valiant reserves the right to modify these Terms of Use from time to time without notice. Valiant recommends that you periodically review these Terms of Use in order to be apprised of any changes. If you do not agree to the modified terms, you should discontinue your use of the Service.