PLEASE READ THESE TERMS OF USE CAREFULLY.
By accessing or otherwise using this site, you agree to be bound contractually by these Terms of Use.

TERMS OF USE AND DMCA NOTICE
Effective Date: March 1, 2009

[---Click here---] for a listing of material modifications the Terms of Use and their effective dates. To review this document as a .pdf, click here.

1. Parties. The parties to the Agreement described in Section 3 below are you, and the owner of this bridge-way.com Website, Bridgeway Software, Inc. ("Bridgeway"). Bridgeway operates the following Websites: (i) Bridgeway's main site at http://www.bridge-way.com/ (Main Site"), and (ii) Bridgeway's Corridor Website at https://corridor.bridge-way.com/corridor ("Corridor Site"). All references to "we", "us", "this Website" or "this site" shall be construed to mean Bridgeway and both its Main Site and Corridor Site.

2. Modification of Terms of Use. We reserve the right to modify these Terms of Use at any time, and without prior notice, by posting an amended Terms of Use that are always accessible through the Terms of Use link on this site's home page. Your continued use of this site indicates your acceptance of the amended Terms of Use. You should check this Agreement through this link periodically for modifications by clicking on the link provided near the top of the Agreement for a listing of material changes and their effective dates.

3. Agreement. Your use of this site is subject to the terms of a legal agreement between you and Bridgeway. The elements of this legal agreement are described in the remainder of this Section 3.

   3.1 General Terms. These Terms of Use are referred to below as "General Terms". Except as may be expressly agreed to in a separate agreement, your agreement with Bridgeway will always include these General Terms. You understand and agree that we will treat your use of this site as acceptance of the General Terms.

   3.2 Supplemental Terms. Additional terms may apply to a specific service provided by this site. These additional terms are referred to below as "Supplemental Terms". You will click to indicate your acceptance or agreement with Supplemental Terms.

   3.3 Legal Agreement. Your legal agreement with Bridgeway regarding this site and any service consists of the General Terms, plus any applicable Supplemental Terms. If there is any conflict between the General Terms and any applicable Supplemental Terms for a specific service, the Supplemental Terms shall take precedence for that specific service.

4. Restrictions. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or Web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site. You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the site, its services or content; (ii) modify or make derivative works based on the site, its services or content; (iii) except for linking to this site's home page, create Internet links to the site, its services or content, or (iv) "frame" or "mirror" the site, its services or content on any other server or Internet-enabled device. All rights not expressly granted in this Agreement are reserved by us and our licensors.

5. How We Treat Postings To This Site.

   5.1 We will not treat information that you post to areas of this site that are viewable by others (for example, to a blog, forum or chat-room) as proprietary, private, or confidential. We have no obligation to monitor posts to this site or to exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Posting, transmitting, promoting, using, distributing or storing content that could subject us to any legal liability, whether in tort or otherwise, or that is in violation of any applicable law or regulation, or otherwise contrary to commonly accepted community standards, is prohibited, including without limitation information and material protected by copyright, trademark, trade secret, nondisclosure or confidentiality agreements, or other intellectual property rights, and material that is obscene, defamatory, constitutes a threat, or violates export control laws.

   5.2 Information we publish may contain references or cross-references to our products, programs and services that are not announced or available in your country. Such references do not imply we intend to announce such products, programs or services in your country. Consult your local Bridgeway business contact for information regarding the products, programs and services that may be available to you.

6. Defamation; Communications Decency Act Notice. This site is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We are not responsible for content or any other information posted to this site by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

7. Monitoring. We reserve the right, but not the obligation, to monitor your access and use of this site without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible though the Privacy Policy link on this site's home page.

8. Ownership. The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyright in the content of this site is owned by us or others. Except for the limited rights granted above, all other rights are reserved.

9. DMCA Notice. This site is an Internet "service provider" under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (“DMCA”). As required by the DMCA, this site maintains specific contact information provided below, including an e-mail address for notifications of claimed infringement regarding materials posted to this site. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement):

   Notification of Claimed Infringement:
   Bridgeway Software, Inc.
   6575 West Loop South Third Floor
   Bellaire, TX, 77401
   Agent's Name/E-mail Address: Dorian.Rozas@bridge-way.com
   Telephone: 713-599-8303
   Facsimile: 713-599-8301

   You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material, and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

   In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

10. Warranty Disclaimers. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED “AS-IS”, AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. IN NO EVENT SHALL THIS SITE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THIS SITE OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Links to This Site. We grant to you a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this site provided that the link does not portray us or our products or services in a false, misleading, derogatory, or offensive matter. You may not use any logo, trademark, or tradename that may be displayed on this site or other proprietary graphic image in the link without our prior written consent.

13. Links to Third Party Websites. We do not review or control third party Websites that link to or from this site, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third party site is on your own initiative and at your own risk, and may be subject to the other sites' terms of use and privacy policy.

14. Participation in Promotions of Advertisers. You may enter into correspondence with or participate in promotions of advertisers promoting their products, services, or content on this site. Any such correspondence or participation, including the delivery of and the payment for products, services or content, are solely between you and each such advertiser.

15. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Houston, Texas USA. The arbitrator shall apply the laws of the State of Texas, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to $1000.00.

16. Jurisdiction and Venue. The courts of Harris County in the State of Texas, USA and the nearest U.S. District Court in the State of Texas shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

17. Controlling Law. This Agreement shall be construed under the laws of the State of Texas, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

18. Onward Transfer of Personal Information Outside Your Country of Residence. Any personal information that we may collect on this site will be stored and processed in our servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.

19. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

20. Privacy. Please review this site's privacy policies that also govern your visit to this site. Our privacy policies are always accessible on our site's home page.