

Privacy Policy + Terms and Conditions

Privacy Notice

Last updated: 05/01/23

This privacy notice discloses the privacy practices for www.barometerxp.com. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. The security procedures in place to protect the misuse of your information.
3. How you can correct any inaccuracies in that information.

Information Collection, Use and Sharing

We are the sole owners of the information collected through this site. We only have access to/collect information that you voluntarily give us via email, form or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Cookies

Our site may generate certain kinds of non-identifying site usage data, such as number of pageviews and visitors to our sites. This information is used for internal purposes only. The statistics contain no personal information and cannot be used to gather such information.

Our site may use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you. You can accept or decline cookies. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Provider services or Web sites you visit.

Links to Other Websites

This website may contain links to other sites. Please be aware that we are not responsible for the content or privacy of such other sites. We encourage our users to read the privacy statements of any other sites they visit that collect personally identifiable information.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Delete any data we have about you.
- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar or looking for "https" at the beginning of the page address.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

If you feel that we are not abiding by this privacy policy, contact us immediately.

Terms and Conditions

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1. Introduction.

These Website Standard Terms and Conditions (these "Terms" or these "Website Standard Terms and Conditions") contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms and Conditions. This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you are a minor.

2. Intellectual Property Rights.

Other than content you own, which you may have opted to include on this Website, under these Terms, Barometer XP and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved, unless otherwise stated.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

3. Restrictions.

You are expressly restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted and Barometer XP may further restrict your access to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

4. Your Content.

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. By displaying Your Content, you grant Barometer XP a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not infringe on any third party’s rights. Barometer XP reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

5. No warranties.

This Website is provided “as is,” with all faults, and Barometer XP makes no express or implied representations or warranties of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

6. Limitation of liability.

In no event shall Barometer XP, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Barometer XP, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability related to your use of this Website.

7. Indemnification.

You hereby indemnify to the fullest extent Barometer XP from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. Severability.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Variation of Terms.

Barometer XP is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

10. Assignment.

Barometer XP shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

11. Entire Agreement.

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Barometer XP and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

12. Governing Law & Jurisdiction.

These Terms will be governed by and construed in accordance with the laws of the State of Virginia, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Virginia for the resolution of any disputes.

Disclaimer

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The information contained on Barometer XP website is for general purposes only. Barometer XP assumes no responsibility for errors or omissions in the contents on the Service.

In no event shall Barometer XP be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. Barometer XP reserves the right to make additions, deletions, or modification to the contents on the Service at any time without prior notice. Barometer XP does not warrant that the website is free of viruses or other harmful components.

External Links Disclaimer

Barometer XP website may contain links to external websites that are not provided or maintained by or in any way affiliated with Barometer XP. Please note that Barometer XP does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.