

## WEBSITE TERMS OF USE

LAST REVISED: November 1, 2021

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and Control Associates, Inc. ("Company," "we," or "us"). The following terms and conditions, together with the Privacy Agreement incorporated herein by reference, collectively, the "Terms of Use"), govern your access to and use of control-associates.com, including any content, functionality, and services offered on or through control-associates.com (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, whether by automation or otherwise, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.control-associates.com/privacy-policy/>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

### Intellectual Property

The Website and its entire contents, features, and functionality including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof, collectively the "Content", are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

## **YOU AGREE NOT TO:**

- Collect information from the Website using an automated software tool or manually on a mass basis;
- Use automated means to access the Website, or gain unauthorized access to the Website or to any account or computer system connected to the Website;
- Obtain, or attempt to obtain, access to areas of the Website or our systems that are not intended for access by you;
- “Flood” the Website with requests or otherwise overburden, disrupt, or harm the Website or our systems;
- Restrict or inhibit other users from accessing or using the Website;
- Modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Website or in the Content; or
- Access or use the Website or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

## **FEEDBACK**

While we appreciate your interest in the Website and our business, the Company does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of the Company might seem to others to be similar to users’ own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our Privacy Policy, all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Website or in response to solicitations on the Website shall be deemed to be non-confidential and non-proprietary.

## **ELECTRONIC COMMUNICATIONS**

The communications between you and the Company use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE**

All information we collect on this Website is subject to our Privacy Policy [<https://www.control-associates.com/privacy-policy/>]. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **LINKS FROM THE WEBSITE**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This may include links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, MANAGERS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

### **Exclusions**

Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the foregoing exclusions and/or limitations may not apply to you.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees including reasonable attorneys' fees arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

## **MISCELLANEOUS**

### **Governing Law; Jurisdiction and Venue**

These Website Terms of Use and any dispute or claim arising out of or related to these Website Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New Jersey, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of New Jersey.

### **Waiver and Severability**

Our failure to exercise or enforce any right or provision of these Website Terms of Use will not constitute a waiver of such right or provision. If any provision of these Website Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Website Terms of Use will continue in full force and effect.

### **Entire Agreement**

These Website Terms of Use, including our Privacy Policy, constitute the sole and entire agreement between you and the Company 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.

**Questions.** If you have any questions about the Services or these Website Terms of Use, please call:(201) 934-9200 or write to us at Control Associates, Inc., 20 Commerce Drive, Allendale, New Jersey 07401.