



An Agilix Solutions Company

## Website Terms of Use

Last Updated: 9/1/2018

### 1. INTRODUCTION

Welcome to the public-facing website ("Website") for Applied Technologies / Applied Technologies Company Incorporated (ATCI) (hereinafter "Company," "We," or "Us" and the related term "Our"). Please read these General Terms of Use carefully. These General Terms of Use set forth legally binding terms and conditions, and govern the Website as well as any features, functionality, applications, content, products and services made available by Us on or through the Website, including the password-protected customer portal portion of the Public Website. By accessing or using the Website, on behalf of yourself and your company, you accept and agree to be legally bound by these General Terms of Use.

**Privacy Policy; Additional Terms.** These General Terms of Use include the terms and conditions set forth in this document as well as Our Privacy Policy, located on [www.appliedtech.pro](http://www.appliedtech.pro). Certain areas of the Website and product and service offerings may be subject to additional terms and conditions posted by Us on the Website or otherwise made available by Us to you. Your access to and use of the Website is conditioned upon your acceptance of such additional terms and conditions.

**Changes to these General Terms of Use.** We reserve the right to amend these General Terms of Use from time to time. Any amendments shall be effective when posted by Us on the Website or otherwise made available to you. Your access to and use of the Website after We have modified these General Terms of Use shall signify your acceptance of the amended terms. It remains your responsibility to review these General Terms of Use regularly to ensure that you are updated as to any changes.

**Contacting Us.** If you have questions about these General Terms of Use, or any other questions or comments concerning the Website, please contact Us at [marketing@appliedtech.pro](mailto:marketing@appliedtech.pro).

### 2. WEBSITE USE

**Eligibility, Representations.** By accessing and using the Website, you represent and warrant that: (a) you have read and understand, and agree to comply with and be bound by these General Terms of Use; (b) any registration information that you submit to Us is, and will be updated to remain, truthful, complete and accurate; and (c) your access to and use of the Website does not and shall not violate any applicable laws of your local jurisdiction.

**Permitted and Prohibited Activities.** You may use the public areas of the Website to learn more about Our company, and Our product and service offerings.

**User Disputes.** We encourage you to report any abuse of the Website or violation of these General Terms of Use by other users. Notwithstanding the foregoing, you are solely responsible for your interactions with other users on the Website. We reserve the right, but shall have no obligation, to monitor activities and

communications on the Website, and to take action where We deem it to be appropriate, in Our sole discretion. Termination. We reserve the right to terminate your use of the Website or access to the customer portal at any time and for any reason, and/or to take other action, with or without prior notice to you, if you violate any provision of these General Terms of Use or use the Website in a manner for which it is not intended to be used.

**Indemnification.** You agree to indemnify, defend and hold Company, its directors, officers, employees, agents, affiliates and suppliers harmless from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, awards, settlements, costs and expenses (including reasonable attorneys' fees and legal costs) arising out of or resulting in whole or in part from your violation of these General Terms of Use, the Online Sales Terms of Use, your misuse of the Website or the Online Sales Portal, or your actual or alleged violation of any applicable law or the rights of another person or entity.

### **3. CONTENT GUIDELINES**

**Content Posted by Users.** Certain areas of the Website permit users to submit or "post" questions, feedback and other information (referred to collectively as "content"). All content submitted by you must be appropriate for viewing by a general audience, consistent with the general quality standards of the Website, and otherwise in compliance with these General Terms of Use. We reserve the right, but shall not have the obligation, to relocate and/or remove content that violates these General Terms of Use. Notwithstanding the foregoing, you are solely responsible for all content that you submit.

**We are Not Responsible for User Content.** We have no control over and assume no responsibility for the content posted by users of the Website. It is possible that other users may post offensive or inappropriate content, and that you may view or be involuntarily exposed to such offensive or inappropriate content. We do not approve of such conduct. However, We are not responsible for the content or conduct of other users of the Website, and shall have no liability for any actions or inaction taken in connection therewith. Content is not necessarily reviewed by Us prior to posting and does not necessarily reflect the opinions of Company. We make no representations or warranties, express or implied, as to the content submitted by users, and shall have no obligation to modify or remove inaccurate or inappropriate content.

### **4. LINKS TO THIRD PARTY SITES**

The Website may contain links to Internet or mobile sites not owned or operated by us, including to sites featuring companies, products, services or news that may be of interest or to pages that We maintain on YouTube, Facebook, Twitter or other social media sites. The inclusion of these links should not be construed as any sort of affiliation, sponsorship, endorsement, or approval. When you access a third-party Internet or mobile site, you do so at your own risk. We assume no responsibility or liability for any information, products or services available on or through any third-party Internet or mobile site, or for any actions taken by you or others in connection therewith.

### **5. PROPRIETARY RIGHTS**

Company and its suppliers reserve all right, title and interest in and to the Website, including but not limited to all products, services, materials, information, and compilations of information available on or through the Website, as well as any and all domains and sub-domains, the design, layout, graphics, programming code and "look and feel" of the Website, the copyrights, trademarks, service marks, and trade dress appurtenant thereto, all goodwill arising therefrom, and all other intellectual property and proprietary rights of any nature throughout the world embodied therein. You may not modify, reproduce, distribute, sell, or create derivative works based upon the Website, or post any content from the Website to newsgroups, blogs, mailing lists or social networking sites, without Our prior written consent.

From time to time, you may provide Us with suggestions, comments, ideas or other feedback for the Website or the products, services or information featured on the Website (“Feedback”). You acknowledge and agree, on behalf of yourself and your company, that you relinquish all rights in such Feedback, and that Company, its successors and assigns shall be free to use, disclose and otherwise commercialize and exploit such Feedback free of any and all claims by or monetary obligations to you or proprietary, confidentiality or other restrictions of any kind, including without limitation for purposes of developing improvements to Company’s Website, products and services.

## **5. COPYRIGHT POLICY**

Company respects the copyrights of third parties. You may not use the Website to post, modify, distribute, or reproduce any copyrighted works without authorization or to otherwise infringe the copyrights of a third party. It is Our policy to terminate the accounts of users who repeatedly infringe the copyrights of others upon receipt of proper notification by the copyright owner or its legal agent. If you believe that your copyrighted work has been posted or used on the Website in a manner that constitutes copyright infringement, please provide Our Copyright Agent with written notice containing the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed; (ii) identification of the copyrighted work (or in the case of multiple works, a representative list of such works) claimed to have been infringed; (iii) identification of the material that is claimed to be infringing, and the location of that material; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the copyright interest that allegedly is infringed. Our Copyright Agent for notice of claims of copyright infringement may be reached by mail at: Copyright Agent, Applied Technologies, 2023 Westport Center Drive, St. Louis, MO 63146, by phone at: 636-274-8000. Attn: Copyright Agent; or by email at: [marketing@appliedtech.pro](mailto:marketing@appliedtech.pro).

## **6. DISCLAIMERS**

THE WEBSITE, IS PROVIDED ON AN “AS IS AND “AS AVAILABLE” BASIS, AND ALL USE OF THE WEBSITE IS “AT YOUR OWN RISK.” COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE WEBSITE OR THE PRODUCTS, SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PRODUCTS, SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE, E-COMMERCE SITE OR ONLINE SALES PORTAL WILL BE TRUE, ACCURATE, COMPLETE, UP-TO-DATE, OR FREE FROM VIRUSES, MALICIOUS CODE, TYPOGRAPHICAL ERRORS OR ALTERATION BY THIRD PARTIES.

## **7. LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST PROFITS, DAMAGE TO OR LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THESE GENERAL TERMS OF USE, THE WEBSITE, THE PRODUCTS, SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE, ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE THEREON, OR ANY FORCE MAJEURE EVENT, ACTS OF OMISSIONS OR OTHER USERS OR THIRD PARTIES, OR OTHER OCCURRENCE OUTSIDE OF OUR REASONABLE CONTROL. THE TOTAL CUMULATIVE LIABILITY OF COMPANY AND ITS SUPPLIERS ARISING OUT OF OR RELATED TO THESE GENERAL TERMS OF USE,

THE WEBSITE, AND THE PRODUCTS, SERVICES AND INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE, SHALL NOT EXCEED THE FEES (IF ANY) PAID BY YOU TO COMPANY FOR ACCESS TO THE WEBSITE IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM OR TEN DOLLARS (\$10), WHICHEVER IS GREATER. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT EXPAND THIS LIMITATION. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THESE GENERAL TERMS OF USE AND THE ONLINE SALES TERMS OF USE, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. CERTAIN STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR TYPES OF DAMAGES, AND SO SUCH DISCLAIMERS MAY NOT APPLY TO YOU.

## **8. MISCELLANEOUS**

**Governing Law.** The Website is hosted and operated in the United States of America. These General Terms of Use and the relationship between you and Us relating to your access to and use of the Website shall be governed by and interpreted for all purposes in accordance with the laws of the State of Missouri, USA, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction.

**Jurisdiction and Venue.** Any dispute, action or proceeding arising out of or related to these General Terms of Use, your access to or use of the Website, or the products, services, or information made available to you through the Website shall be commenced in the state courts of St. Louis County, Missouri or, if proper and exclusive subject matter jurisdiction exists, the U.S. District Court of the Eastern District of Missouri. You hereby consent to the exclusive personal jurisdiction and venue of such courts and waive any objections thereto, including without limitation any objection based on forum non conveniens; provided, however, the foregoing shall not prevent Us from seeking temporary or permanent injunctive or other equitable relief against you or compelling your indemnification obligations in any court of competent jurisdiction.

**Assignments.** You may not assign these General Terms of Use or assign or delegate any right or duty under these General Terms of Use or the Online Sales Terms of Use, in whole or in part, without Our prior written consent. Any attempted assignment or delegation shall be null and void from the beginning and without effect. We may assign these General Terms of Use or the Online Sales Terms of Use or any right or duty under these General Terms of Use, with or without notice to you, including to any affiliate or successor in interest of yours. Subject to the foregoing, these General Terms of Use shall be binding on and inure to the benefit of you and us, and each of your and Our respective heirs, administrators, successors and permitted assigns.

**Third Party Beneficiaries.** Nothing contained in these General Terms of Use, express or implied, is intended or shall be construed to give any third party any rights or remedies under or by reason of these General Terms of Use. Notwithstanding the foregoing, the disclaimers and limitations on liability under these General Terms of Use shall extend to Company, its directors, officers, employees, agents, affiliates, and suppliers. All references to Company in connection therewith shall be deemed to include such persons and entities as third-party beneficiaries entitled to accept all benefits afforded thereby.

**Amendment; Waiver.** Any amendment by you or waiver by Us of these General Terms of Use must be in writing and signed by a duly authorized representative of Company. No provision shall be waived by any act, omission or knowledge of a party. Any waiver on one occasion shall not constitute a waiver of any other or subsequent duty or breach.

**Severability.** If any provision of these General Terms of Use is determined to be invalid or unenforceable under applicable law, the provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from these General Terms of Use if such amendment is not possible, and the remaining provisions of these General Terms of Use shall continue in full force and effect.

**Construction.** The captions in these General Terms of Use are for reference purposes only and shall not affect the meaning or interpretation of these General Terms of Use. The term including as used herein means including without limitation. The terms hereunder, herein, hereof and similar variations mean these General Terms of Use as a whole, and not any particular section.

Entire Agreement. These General Terms of Use, including the Privacy Policy and additional terms referenced herein, the Online Sales Terms of Use, and the

Applied Technologies Terms and Conditions of Sale set forth the entire agreement of the parties with regard to the subject matter hereof, and supersede all prior and contemporaneous negotiations and agreements, written or oral.

If you have questions about the Website or these General Terms of Use, please contact Us by email at [marketing@appliedtech.pro](mailto:marketing@appliedtech.pro) or by mail at Applied Technologies, 2023 Westport Center Drive St. Louis, MO 63146.