

SERVALL COMPANY TERMS AND CONDITIONS
(Last Updated: March 20, 2017)

Terms of Use

We welcome You to a website (“Site”) associated with Servall Company d/b/a 1st Source Servall, a leading retail and wholesale distributor in the field of parts, accessories, and equipment for major appliances, refrigeration, and heating & air conditioning systems. For the purposes of these Terms and Conditions, the “Company” means Servall Company and its affiliates and subsidiaries.

As updated from time to time as provided for herein, these Terms and Conditions govern Your access to and use of the Site. You should carefully read these Terms and Conditions. Your use of the Site means that You have read, understand, and accept these Terms and Conditions, and that You have entered into a binding legal agreement with Company. If You do not accept and agree to be bound by all of the Terms and Conditions You should discontinue Your use of the Site. If You are using the Site on behalf of Your employer or any other individual or entity, You represent and warrant that You have the authority to bind such employer, other individual or entity.

Company reserves the right to change the terms and conditions of the Agreement, the Privacy Policy, and/or any of its other policies relating to or linked to the Site, at any time in its sole discretion. No notice is required for any such modification. Any modification is effective immediately upon posting to the Site. You are responsible for regularly reviewing the Site and the Agreement regarding such changes. Your continued use of the Site following posting of any modification(s) to the Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only remedy with respect to any dissatisfaction with any modifications is to cease use of the Site.

To the extent that terms and conditions associated with any Purchase Order are inconsistent with the Terms and Conditions of this Site, the present Terms and Conditions shall be controlling. Terms and conditions other than those contained herein or in a specific Purchase Order are subject to Company’s prior written approval.

Definitions

The “Company” means Servall Company and any and all related entities (e.g., affiliates and subsidiaries), and their respective members, officers, directors, employees, affiliates, agents, attorneys, licensors and representatives.

“Content” means, without limitation, text, graphics, photos, illustrations, images, characters, logos, button icons, clip art, audio clips, digital downloads, data compilations, software and software hyperlinks, video, music, or other audio clips, and any other information or materials that are accessible from the Site (e.g., that may be contained in, displayed on, downloaded from, or uploaded to the Site).

“Linked Site” means any website that contains a link to the Site or its Content, or to which the Site contains a link. Linked Sites may include third party websites. The Company is not responsible for Linked Sites, as set forth in further detail below.

“Products” means any goods or products made available to You by Company on, by or through any Site.

“Services” means any services made available to You by Company on, by or through any Site.

“Site” includes all websites or sites that are owned or operated by, or under the direct control of, the Company. Linked Sites are not part of the Site.

“User” means a person who uses, or who has registered to use, the Site.

“You” and “Your” means You, an individual user entering into the Agreement, or the individual or entity on whose behalf You enter into the Agreement and encompasses all principal(s) or officers(s), partners, shareholders, officers, directors, employees, or authorized representatives thereof.

Your Use of the Site

A. The Site includes Content and other original works of authorship (including, but not limited to, derivative works based on graphical scans or typed text of public domain materials) that are both proprietary and intellectual properties of the Company or its suppliers and are protected by both the terms of the Agreement as well as domestic and foreign contractual and intellectual property laws including but not limited to copyright, trademark, patent, trade secret, and right to privacy or publicity laws.

(1) Copyright. All Content included on the Site with the exception of Content You upload is the property of the Company, its suppliers, or their respective licensors and is protected by United States and international copyright laws. The compilation of all Content on the Site is the exclusive property of the Company and protected by U.S. and international copyright laws. All software used on this site is the property of the Company, its suppliers, or their respective licensors, and is protected by United States and international copyright laws. The respective owners and licensees of any copyrights included in the Site retain and reserve all of their rights related to such copyrights.

(2) Trademark. SERVALL, EVERYAPPLIANCEPART.COM, and RIGHT PART, RIGHT PRICE, RIGHT NOW are some of the registered marks of the Company with all rights reserved. The Site may include these and other registered or unregistered trademarks or service marks of the Company, its suppliers, or their respective licensors. The respective owners and licensees of any marks included in the Site retain and reserve all of their rights related to such marks.

(3) Patent. One or more patents may apply to the Site and to the features, products, and services accessible therein, including U.S. and foreign patents.

(4) Trade Secret. The Site may contain software or other information that is confidential and proprietary to the Company, and/or protected by the trade secret laws of the individual states of the United States and of foreign countries. As part of the Company’s efforts to maintain the secrecy of such information, You are prohibited from decompiling, reverse engineering and/or disassembling any portion or the whole of the Site.

(5) Rights to Privacy or Publicity. Using a broad definition, these legal concepts apply to the right of every individual to control any commercial use of his or her name, image, likeness, or some other aspect of identity, limited under (United States Federal law) by the First Amendment. An individual further has a qualified legal right to reasonable privacy in not having his or her private affairs made known or his or her likeness exhibited to the public having regard to habits, mode of living, and profession. These legal concepts are applied differently depending on the jurisdiction, but You should be cognizant and careful of an individual’s rights to privacy or publicity.

B. Through the Site, Company may make available to You certain Content, Services and Products. Company and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to

You herein, You neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.

C. The Company grants to You a personal, limited, revocable, non-exclusive and non-transferable license to:

- (1) Use the Site as provided herein, until the Agreement is terminated;
- (2) Access, load, store and operate the Site with browser software;
- (3) Access, view, download, print, use, display and upload Content for use as provided herein;
- (4) Display, download and print portions of the Site as necessary to investigate and/or purchase Product(s) and/or Service(s), subject to the limitations in the Agreement.

All rights not expressly granted by Company to You are retained by Company, and You may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these Terms and Conditions. The rights granted to You do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

D. Notwithstanding the above, You shall NOT:

- (1) Decompile, reverse engineer and/or disassemble and/or create derivative works from the Site;
- (2) Remove, modify, hide, destroy, obscure or otherwise make unreadable or non-viewable any notice, legend, advice, watermark or other designation contained on or within the Site, component thereof or output therefrom, including, but not limited to, any and all copyright, trademark and patent designations, if any, contained on or within the Site;
- (3) Upload, post, email, transmit, publish, re-publish, distribute, display or otherwise make available the Site to any third parties;
- (4) Except as otherwise provided herein, use the Site for any commercial, financial or other beneficial purpose, including, but not limited to, advertising, the exploitation, rental, lease, sale or resale of the Site, except that if You are permitted to upload or post Content in a manner that is otherwise consistent with the Agreement;
- (5) For a period of more than twenty-four (24) hours, cache or otherwise temporarily store the Site or component thereof, on any server or other device used to communicate with individual personal computers or personal devices. Such limitation does not include cache which is automatically stored by an individual personal browser application;
- (6) Store the accessed, used, or downloaded Site in any electronic, magnetic, optical or other format now known or hereinafter created for more than thirty (30) days;
- (7) Assign, rent, lend, lease, sell, redistribute, republish, sublicense, transfer, export from the United States, copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, extract components or create derivative works of the Site;
- (8) (a) co-brand the Site, (b) “frame” or “mirror” the Site on any other server or Internet-based device, or authorize or engage any other party to do any of the foregoing, without the express prior written permission of an authorized representative of the Company. For purposes of the Agreement, “co-brand” or “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with the Company in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

E. You agree not to use the Site to engage in any prohibited conduct. In general, prohibited conduct is any conduct that would be a criminal, civil or administrative violation of any applicable local, state,

federal or international law, treaty, court order, ordinance, regulation or administrative rule. Prohibited conduct is also any conduct that is infringing, tortious or that is harmful to the Company or any other party or property; that violates another party's intellectual property, privacy or other rights; or that otherwise interferes with the operation, use or enjoyment of any Service, system or other property including the Site. Prohibited conduct includes, without limitation, using the Site to (i) intercept, divert or otherwise interfere with any communication; (ii) violate the security or integrity of, or gain unauthorized access to, the Site or any other Service, system or communication; (iii) impose an unreasonable or disproportionately large load on any systems or infrastructure; (iv) unsolicited or unauthorized advertising, promotional materials, junk mail, "spam," chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (v) create a "mail drop" for such communications, or engage or permit email relay services; (vi) "spoof" or otherwise impersonate any other party, falsely stating or otherwise misrepresenting one's identity or affiliation in any way or forge, delete or alter any part of TCP/IP packet header or sender identification in any communication; (vii) commit fraud; (viii) harass or threaten any party, advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence; (ix) disseminate viruses, Trojan horses, worms, time bombs or other code or programming intended to damage, interfere with, intercept or expropriate any system, data or information; (x) send or receive any material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful or otherwise objectionable; (xi) send or receive any material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability; (xii) send or receive material containing defamatory, false or libelous material; (xiii) send or receive any material that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy or publicity; (xiv) send or receive any material that You do not have a right to make available under law or contractual or fiduciary relationships; (xv) engage in conduct that would expose the Company to civil or criminal liability; (xvi) assist others in engaging in prohibited conduct. This list is not intended to be exhaustive.

F. The Site may include technological protection measures that effectively control access, reproduction or distribution of the proprietary or intellectual properties accessible through the Site. Any attempt to tamper or dismantle these protections is a breach of the Agreement, and may be a violation of the United States Digital Millennium Copyright Act of 1998, and may subject the violator to civil and criminal penalties.

G. The Company may use any actions performed on the Site and Content posted to the Site by Users to improve the Site, the use including, but not being limited to, collection, storage, display, aggregation, summarization, and any other processing of the posted Content or performed actions.

H. You hereby grant to the Company the royalty-free, paid-up, perpetual, irrevocable, worldwide, non-exclusive, transferable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all Content, remarks, suggestions, ideas, graphics, or other information communicated to the Company through this site, including without limitation data collected from You (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. In general, unless an exception is noted when a Submission is made or in a separate agreement between You and the Company relating to a particular Submission, or unless an exception exists under applicable law, regulation, or the Company's Privacy Policy, the Company will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations.

I. Accounts.

(1) When You set up an account with the Company through the Site (the “Account”), You are required to enter a valid email address, a username and a password and Your country of residence. Should Company suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate Your usage of the Site. Company is entitled to rely on the information You provide and You will be responsible for updating this information to maintain it as current. Accounts are non-transferable.

(2) Each User who uses such username and password will be deemed to be authorized to access and use Site and the Company has no obligation to investigate the authorization or source of any such access or use. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE SITE AND APPLICATION BY ANYONE USING YOUR USERNAME AND PASSWORD WHETHER OR NOT SUCH ACCESS TO AND USE OF THE SITE AND APPLICATION IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL UPLOADS, COMMUNICATIONS AND TRANSMISSIONS, AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) THAT MAY RESULT FROM SUCH ACCESS OR USE.

(3) You are solely responsible for protecting the security and confidentiality of Your username and password. You shall immediately notify the Company of any unauthorized use of Your username and password, or any other breach or threatened breach of the Company Site’s security.

(4) Permission is provided to store your Account using the Business Management System located at <http://www.servicebench.com> to facilitate access of the Site from this third party website. To the extent that You interact with this Site from any third party website, these Terms and Conditions are applicable, including those directed to your Account. Please note that you assume all risk for providing your Account to any third party.

J. All images, photographs, pictures, designs and illustrations that Company may provide to You on the Site for possible use with a Product that You purchase (“Image Library”) are protected by copyright law and other applicable laws and regulations. Items in any such Image Library may only be used in conjunction with a purchase from Company. You may not use any item in an Image Library for any purpose unrelated to Your business with Company. Items in an Image Library may be updated from time to time and it is Your responsibility to make sure You use an available Image Library item. Any items not currently found in an Image library may not be used for any purpose.

Linked Websites

The Linked Websites are not under the control of the Company, and the Company does not endorse, is not affiliated with, and is not responsible for, any Linked Websites, including the functionality of the links to or from, Content or applications provided by or through, or privacy policies or other agreements included in, a Linked Website. Company has not taken any steps to confirm the accuracy or reliability of any of the information contained in any Linked Websites. The Company is not responsible for licensing to You any Content or application provided by or through a Linked Website, and Your use of Content or application(s) provided by or through Linked Websites is governed solely by Your agreement, if any, with the owner and/or provider of the Linked Website. You use Linked Websites, and links to and from any third party websites, at Your sole risk. For example, the Company is not responsible for, without limitation, any incorrect data, errors in computation, improper transmission of data, or a security breach resulting from Your use of a Linked Website or a link to or from a Linked Website. The Company provides links to You only as a convenience, and You hereby irrevocably waive any claim against Company with respect to all Linked Websites. You should review the terms of use and privacy policies that are posted on any website that You visit, before using any linked websites.

User Comments, Feedback, Postcards and Other Submissions

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to the Company on or by the Site or otherwise disclosed, submitted or offered in connection with Your use of the Site (collectively, "Comments") shall be and remain property of the Company. You agree that the Company may use or disclose information about Your demographics and use of the Site in any manner in accordance with our Privacy Policy.

You agree that the Company is free to use, without restriction and without compensation to You, any ideas, concepts, know-how, suggestions, or techniques contained in any Comments You send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services using such information. The Company has no obligation to respond to any Comments. You agree that Comments submitted by You to the Site will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s).

You acknowledge that Company does not screen, edit or review Comments in the normal course of its business prior to the appearance of those Comments on the Site. To the fullest extent permitted by applicable law, Company disclaims all responsibility and liability for Comments and for any losses, damages, or expenses resulting from their use and/or appearance on the Site. Notwithstanding the foregoing, Company reserves the right to monitor all Comments and to remove without liability any Comments in its sole discretion. If You discover Comments on the Site that are offensive, violate any applicable law, violate the right of any third party, or otherwise violate the terms of these Terms and Conditions You may provide Company with notice of such Comments at info@1stsourceservall.com.

United States Digital Millennium Copyright ("DMCA") Notices

DMCA Notice. If You believe that Your work has been copied in a way that constitutes copyright infringement, please send written notification to our Designated Agent. Your written notification must include the following:

- An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that You claim has been infringed;
- A description of the material You claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Your address, telephone number, and e-mail address;
- A statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by You made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Counter-Notices. If You believe that material You contributed to the Site has been improperly removed and You wish to make a counter-notification under the DMCA, You must provide written notification to our Designated Agent that includes substantially the following:

- Your physical or electronic signature.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

- A statement under penalty of perjury that You have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your name, address, and telephone number, and a statement that You consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if Your address is outside of the United States, for any judicial district in which the Company may be found, and that You will accept service of process from the person who provided notification of claimed infringement, or an agent of such person.

Send notices and counter-notices to the Company's DMCA Agent. DMCA notices and counter-notices must be provided in writing to:

DMCA NOTICE

Customer Service

1st Source Servall

6761 E 10 Mile Rd

Center Line, MI 48015

With an electronic copy to: customerservice@1stsourceservall.com

You should only send notice or counter-notices of potential copyright infringement to our Designated Agent. For all other inquiries (e.g., requests for technical assistance or customer service, reports of email abuse, and piracy reports), please contact us by way of info@1stsourceservall.com.

Under the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or that the material or activity was removed by mistake may be subject to liability.

Privacy

With respect to information collected through the Site, the Company shall adhere to the Privacy Policy.

Modifications

- A. To the Agreement. We have the right to modify this Agreement and any other Agreement or policy referenced in the Site, or linked to the Site, at any time. No advance notice is required for any such modification. Any modification is effective immediately upon posting to the Site. Your continued use of the Site following posting of any modification(s) to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only remedy to any dissatisfaction with any modifications is to cease use of the Site as provided for above.
- B. We have the right to modify, suspend or discontinue the Site or any portion thereof at any time, including the availability of any area of the Site without notice. We may also impose limits on certain features and services or restrict Your access to parts or all of the Site without notice or liability.
- C. In addition to our right to make modifications to the Site as set forth above, the Company reserves the right, for any reason or no reason at all, and in its sole discretion, to modify or remove any Content You have provided to the Site.

Taxes

You shall be responsible for all taxes and fees incurred for using the Site or purchasing any items. In the event any exemption is claimed and then disallowed by a tax authority or judicial body, You agree to reimburse the Company for the amount of tax involved and any reasonable service charge associated therewith.

Payment

You shall purchase Products in accordance with Company's price list in effect at the time of the order (less other discounts, if any). Prices are exclusive of all sales or use taxes, tariffs, customs, duties and other governmental charges. You shall pay or reimburse Company for any and all such charges. Payment for Products must be made without discount in United States dollars.

Pricing

All prices are subject to change without notice. Company assumes no responsibility and shall incur no liability whatsoever if price change notices are not received. In the event of new taxes or legislation affecting the cost of Products, Company reserves the right to increase prices as it deems appropriate or necessary.

Return Policy and Invoices

- A. For returns, please contact our customer service department at 800-856-9874. All returns are subject to approval of Company. If an order has not been shipped, it can be cancelled. If it has been shipped, you can return it once you receive it. Returns will not be accepted after 60 days from the shipment date.
- B. You agree to immediately inspect any Product for defects upon receipt of delivery and before any alterations or embellishments are made.
- C. Timely failure to notify Company of any dispute or defective Products shall constitute a complete waiver of any and all such disputes.
- D. Returns must be brand new and in original packaging.
- E. Stock items can be returned, damage free, prepaid freight within the indicated time frame. Cancelled orders or returns of such unwanted merchandise may be subject to applicable shipping charges.
- F. To return merchandise, the RA number must be denoted on the outside package and a letter enclosed explaining the reason for requesting a refund or exchange.

Warranty Transactions

The Company facilitates warranty transactions such as repairs and replacements in accordance with, and as directly provided by, the manufacturer's warranty. Such warranty transactions are in the manufacturer's sole discretion and are subject to the terms and conditions of the manufacturer's warranty. Any misuse, improper handling, storage, use, modification or alteration of the Products by You or any third party may void the manufacturer's warranty. As set forth in further detail below, the Company offers no other warranties.

Order Confirmation and Shipments

Orders (no matter how made) are accepted at Your own risk and should be confirmed before they are processed. You may not cancel an order accepted by company (i.e., it is non-refundable) except upon the consent of company in each instance. Although it shall make commercially reasonable efforts to meet any shipment date stated on the face of any accepted order, You understand and agree that shipment of Products is subject to availability, and Company expressly disclaims liability for any delays or failure to meet such delivery dates. Company shall have the right to deliver Products at one time or in portions from time to time, and to invoice for those portions delivered.

Products Usage and Availability

You agree and acknowledge that any benefits derived from use or resale of Products will depend on factors that vary from business to business and which are not within the control of company. You are responsible for the selection of the Products to meet Your and Your customers' needs, and Company makes no warranty as to the results to be obtained from the use or sale of the Products in Your business.

Merchandise is subject to change or withdrawal, or may be temporarily or permanently out of stock. Thus, Company shall not be liable for any delay or cancelling of any order.

Company reserves the right to alter, discontinue, or add any Products or Services at its sole discretion. Company reserves the right to change any and all Products and Services provided and to make changes to its systems, including but not limited changes to system hardware, software (e.g., Applications), and access and use procedures without notice.

Software

Company may provide standalone software or an online application (collectively, "Application") for Your use as part of Your access of the Site. All uses of any such Application must comply with all applicable local, state, national and international laws, rules and regulations. Any templates, features, and the like appearing in an Application are offered as a courtesy only and are used at Your own risk. Company shall not be responsible for any real, potential or perceived loss of business due to the Application being unavailable for any reason including programming errors, maintenance, or any other foreseen or unforeseen incidents. If Company determines that an Application is being used by You in a way that is prohibited, it may restrict or discontinue Your access and use of the Application. Company reserves the right to make judgments about whether or not uses are appropriate in its sole discretion. Any Application may be altered or removed at any time by Company.

Warranty Disclaimers and Limitations on Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SITE AND THE PURCHASE OF PRODUCTS IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE. WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. WITHOUT LIMITATION, WE DO NOT WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE SITE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (B) THE SITE, INCLUDING THE SERVERS ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (C) YOUR INFORMATION WILL NOT BE DISCLOSED, OR

(D) INFORMATION PROVIDED IN THE SITE IS COMPLETE, ACCURATE, ERROR-FREE, OR UP-TO-DATE. YOU ACKNOWLEDGE THAT THE COMPANY PROVIDES LISTINGS AND LINKS FOR THIRD PARTY CONTENT; THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING SUCH THIRD PARTY CONTENT, INCLUDING THE QUALITY OR QUANTITY OF SUCH THIRD PARTY CONTENT LISTED OR LINKED TO ON OR FROM THE SITE. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY CONTENT FROM THE SITE, WHETHER THROUGH INFECTION BY A VIRUS OR OTHERWISE.

EXCEPT AS OTHERWISE PROVIDED HEREIN USE OF THE SITE OR THE PURCHASE OF PRODUCTS IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SITE, INCLUDING BUT NOT LIMITED TO YOUR HAVING INPUT YOUR INFORMATION. THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE IF YOUR INFORMATION BECOMES DISCLOSED THROUGH THE ACT OF A THIRD PARTY OR THROUGH THE NEGLIGENCE OR DELIBERATE ACTION OF THE COMPANY. THE COMPANY SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES UNDER THIS AGREEMENT OR BASED ON YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, ATTORNEYS' FEES, DAMAGES FOR LOSS OF PROFITS OR LOSS OF BUSINESS, LOST DATA, DAMAGE CAUSED TO YOUR HARDWARE OR SOFTWARE, GOODWILL OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE COMPANY ARISING OUT OF OR RELATED TO THE SITE OR THE CONTENT, PRODUCTS OR SERVICES OFFERED THROUGH THE SITE IS TO STOP USING THE SITE, CONTENT, PRODUCTS AND/OR SERVICES AND, IF YOU HAVE CREATED AN ACCOUNT, TO CANCEL YOUR ACCOUNT. IN NO EVENT SHALL THE COMPANY'S LIABILITY TO YOU ARISING OUT OF ANY KIND OF LEGAL CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY WAY CONNECTED WITH THE SITE OR ANY PRODUCTS OR SERVICES OFFERED THROUGH THE SITE EXCEED THE AMOUNT THAT YOU PAID TO THE COMPANY FOR A PARTICULAR PRODUCT OR SERVICE, IF ANY.

THE COMPANY'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) FOR ITS PRODUCTS SHALL BE LIMITED TO, AT THE COMPANY'S OPTION, REPAIRING OR REPLACING PRODUCTS FOUND BY THE COMPANY TO BE DEFECTIVE. THE COMPANY SHALL HAVE NO LIABILITY FOR THE DAMAGES OF ANY KIND ARISING FROM THE SELECTION APPLICATION, SUITABILITY OR USE OF THE PRODUCTS BY ANYONE. BY ACCEPTANCE OF PRODUCTS, YOU ASSUME ALL LIABILITY FOR ANY DAMAGES THAT MAY RESULT FROM USE OR MISUSE BY YOU, YOUR EMPLOYEES OR BY OTHERS. YOU SHALL INDEMNIFY THE COMPANY AGAINST ALL LIABILITY OR EXPENSE THAT MAY BE SUSTAINED BY THE COMPANY AS A RESULT OF ANY LOSS, DAMAGE, OR INJURY. THE LIABILITY OF COMPANY FOR ANY PRODUCT PURCHASED IS LIMITED TO A MAXIMUM OF

THE VALUE OF THAT PRODUCT. THERE ARE NO OTHER WARRANTIES, EXPRESS, OR IMPLIED WITH RESPECT TO ANY PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR LABOR, MANUFACTURER DEFECTS, DAMAGE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Your Representations & Warranties

You represent, warrant and covenant that:

- A. You are at least 13 years old or older. The Site is intended only for those ages 13 or older. If You are under 13, You may not register or submit personally identifiable information on, to or through the Site. Company does not collect personally identifiable information from any person it knows to be under 13.
- B. You are entering the Agreement with a sound mind and not under duress or emotional distress.
- C. Any information that You have or shall provide to the Company through the Company Website is true and accurate, and You shall modify such information as necessary or appropriate to maintain the accuracy of the information. You shall not represent that You are anyone other than Yourself. You shall not impersonate any other individual or entity.
- D. You shall at all times comply with all applicable laws, rules and regulations with respect to Your use of the Site and with respect to any Product or Service related thereto.
- E. You shall not use the Site to infringe, misappropriate or violate any rights of the Company and/or any third party, including, but not limited to any User of the Company or any entity associated with or visiting the Site.
- F. You shall comply at all times with the Agreement, including any modifications to the Agreement and/or the Agreements to which there is or may in the future be a link and a reference herein.
- G. You shall not upload or use any Content that does not meet acceptable community standards, including Content that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful or otherwise objectionable; that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability; or containing defamatory, false or libelous material.
- H. The unauthorized use of the trademarks (whether registered or not) or copyrighted material (e.g. designs) is illegal. You represent and warrant that You do not violate any rights whatsoever of any third party with respect to any uploaded Content and its use by Company for any purpose. Thus, You are the owner or permitted licensee of any Content that You upload or provide to the Site, and have the complete right and ability to provide such Content to the Site according to the terms of the Agreement.

The burden of compliance of this provision rests solely with You. You are wholly responsible for obtaining all proper permissions and licenses from third parties whose rights may be violated or infringed by the use of any material protected by any Intellectual property right or other proprietary right. The Company has no duty or responsibility whatsoever to determine whether

You have complied with any of Your representations, warranties and covenants. As set forth below, You fully indemnify Company from assertions made by any third party related to Your failure to comply.

Indemnification

You agree to indemnify, defend, and hold the Company harmless for, from and against all liabilities, losses, claims, actions, expenses and damages (including attorneys' fees and expenses including the cost of collection on any past due invoice) resulting from Your breach of this Agreement or use of the Site, including without limitation (1) any breach of foregoing representations and warranties, or (2) any actual or alleged infringement of a third party's intellectual property rights. Without limiting the generality of the foregoing, You agree to indemnify, defend and hold Company harmless for, from and against any improper or illegal use of Your account, including the improper or illegal use of Your account by someone to whom You have given permission to use Your account. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with the Company in the defense or in asserting counterclaims to any such claims and You shall continue to pay all costs, expenses and attorneys' fees following the Company's assumption of control (including, but not limited to the right to select counsel and to make all strategic decisions in any litigation or other proceeding related in any way to the foregoing) until the matter is resolved, as well as any resultant damages.

Term & Termination

A. The Agreement shall continue until terminated by Company or until Your decision to terminate the Agreement. The Company reserves the right to terminate any User for any reason or for no reason, with or without cause. You understand that nothing in the Agreement confers any rights of access to the Site or any rights to data stored by or on behalf of the Company. You agree that You do not own any User account You may use to access the Site, nor do You own any data the Company stores on its servers (including without limitation any data representing or embodying any or all of Your Content). You understand that any and all Content You may have provided to the Company may be retained by the Company and may or may not be deleted upon termination of the Agreement with You.

B. Upon termination of the Agreement, You are required to IMMEDIATELY DISCONTINUE ALL ACCESS OR USE OF THE SITE. Moreover, upon termination of the Agreement, You are still bound by the provisions of the Agreement with respect to all of Your past activities and use of the Site.

C. IF ANY OF THESE TERMS OF USE OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT BY IMMEDIATELY DISCONTINUING ALL YOUR ACCESS AND USE OF THE SITE. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THE AGREEMENT SHALL INDICATE ACCEPTANCE BY YOU OF SUCH TERMS OF USE, CHANGES, OR MODIFICATIONS AND CONTINUATION OF THE AGREEMENT.

D. EITHER YOU OR WE MAY TERMINATE THE AGREEMENT AT ANY TIME. YOU UNDERSTAND AND AGREE THAT TERMINATION IS YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH COMPANY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DISPUTE RELATED TO, OR ARISING OUT OF: (1) ANY TERM OR CONDITION CONTAINED IN OR REFERENCED IN THE AGREEMENT; (2) ANY POLICY OR PRACTICE OF THE COMPANY; (3) ANY DISCLOSURE OR USE OF YOUR INFORMATION; AND (4) YOUR ABILITY TO ACCESS AND/OR USE THE SITE.

Severability

If any provision of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of the Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

Waiver

The waiver by the Company of a breach or default in any of the provisions of the Agreement by You shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission the Company's part to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by You.

Notices

If to the Company, notice shall be deemed given (A) if by hand delivery, upon receipt thereof, (B) if by mail, seven (7) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested, or (C) if by nationally recognized overnight courier service, upon such delivery. Notice to the Company should be sent to:

Customer Service
1st Source Servall
6761 E 10 Mile Rd
Center Line, MI 48015
With an electronic copy to: customerservice@1stsourceservall.com

If to You, notice shall be deemed given when an email is sent to the e-mail address You provide to the Company during the registration process, unless the Company is notified that the e-mail address is invalid. Any notice provided pursuant to the Agreement shall be in writing.

Governing Law and Jurisdiction Choice of Law

You agree that all matters relating to the Agreement and/or Your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Michigan without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Oakland County, Michigan, and waive any objection to such jurisdiction or venue.

Independent Contractors

Our relationship is one of independent contractors. No agency, employment, partnership or joint venture shall be created by or founded upon this agreement.

Statute of Limitations

Any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause or action arose regardless of any statutes or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action are forever barred.

Waiver of Jury Trial

You knowingly, voluntarily and intentionally waive any right You may have to a trial by jury with respect to any proceeding arising out of or in any way relating to the Site or the Agreement.

International Use

The Company controls the Site from its offices in the United States. The Company makes no representation that the Site or related information offered by the Company is appropriate or available in other locations. If You access the Site from locations outside of the US You do so on Your own initiative and at Your own risk, and You are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Software from the Site may further be subject to United States export controls. No Software from the Site may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any jurisdiction to which the U.S. has embargoed Products; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, You represent and warrant that You are not located in, under the control of, or a national or resident of any such jurisdiction or on any such list.

Many Products that have been imported into the United States cannot be exported to other countries. It is Your responsibility to check with any freight forwarder to confirm foreign documentation requirements and to verify that items to be exported will be released by customs at the final destination. Company is not responsible for providing this information or any documentation required to export Products purchased from Company or for re-importation to the United States.

Assignment

The Company may assign the Agreement, in whole or in part, at any time without notice to You. Your rights hereunder are personal. You shall not assign or otherwise transfer the Agreement or assign, delegate or otherwise transfer any of Your rights, interests or obligations under the Agreement, and any such assignment, delegation or other transfer shall be void. The Agreement shall inure to the benefit of the Company's successors, assigns and licensees. In the event that the Company may wish to assign or transfer Your personal information and its rights hereunder to a third party, You agree that the Company may do so, on the condition that such third party agree to abide by the Company's then current privacy and security policies.

Headings

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Entire Agreement

The Agreement constitutes the entire agreement between the parties with respect to Your use of the Site, and supersedes all prior agreements between the parties, whether written or oral, relating to Your use of the Site.

The Privacy Policy contained on the Site is incorporated in these Terms and Conditions by reference, but these Terms and Conditions shall govern any conflict or inconsistency with such Privacy Policy.

Your use of the Site shall be governed by this Agreement and to the extent that this Agreement conflicts with any other Agreement of the Company with respect to access to the Site, this Agreement shall control.

Please Contact Us

We are always happy to listen to Your comments, and answer Your questions. You may contact us by email as follows: info@1stsourceservall.com.