

# TERMS OF USE

Welcome to the website of Cornerstone Controls Inc. ("Cornerstone," "We," "Us," or "Our"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of the website located at [www.cornerstonecontrols.com](http://www.cornerstonecontrols.com), including any content, functionality, services offered on or through the website located at [www.cornerstonecontrols.com](http://www.cornerstonecontrols.com) (the "Website"), as well as the Cornerstone Online Portal (the "Portal" and together with the Website, the "Platforms"). These Terms of Use are also applicable to any websites which specifically reference these Terms of Use.

Please read the Terms of Use carefully before you start to use the Platforms. By using the Platforms, you accept, and agree to be bound and abide by, these Terms of Use and our Privacy Policy, found at [www.cornerstonecontrols.com](http://www.cornerstonecontrols.com), which is 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 Platforms.

These Platforms are offered and available to users who are 18 years of age or older. By using the Platforms, you represent and warrant that you are of legal age to and have the requisite capacity and authority to form a binding contract with Cornerstone. If you do not meet these requirements, you must not access or use the Platforms.

## 1. 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. Your continued use of the Platforms 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.

## 2. ACCESSING THE PLATFORMS AND ACCOUNT SECURITY

Cornerstone grants you a non-exclusive right to access and use the Platforms and the data, material, content or information herein (collectively, the "Content") solely for personal use. Your right to access and use the Platforms shall be limited to non-commercial purposes unless you are otherwise expressly authorized by Cornerstone to use the Platforms for commercial purposes. You agree to use the Platforms only for lawful purposes, comply with all rules governing any transactions on and through the Platforms, and comply with applicable laws.

We reserve the right to withdraw or amend the Platforms, and any service or material we provide on or through the Platforms, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Platforms is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platforms, or the entirety of the Platforms.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platforms.
- Ensuring that all persons who access the Platforms through an internet connection which you share are aware of these Terms of Use and comply with them.

To access the Platforms or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platforms that all the information you provide on the Platforms is correct, current, and complete. You agree that all the information you provide to register with the Platforms or otherwise, including, but not limited to, through the use of any interactive features on the Platforms, is governed by our Privacy Policy [[www.cornerstonecontrols.com](http://www.cornerstonecontrols.com)], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platforms or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **3. INTELLECTUAL PROPERTY RIGHTS & USE OF THIS PLATFORMS**

The Platforms and their entire Content, features and functionality (including but not limited to all information, software, text, displays, images, video, audio, colors, background, objects, “look and feel,” layout, and the design, selection, and arrangement thereof), are owned by Cornerstone or its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All rights reserved. You are responsible for obeying all applicable copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws and these Terms of Use.

These Terms of Use permit you to use the Platforms for the limited personal purpose for which Cornerstone provides the Platforms, namely for information relating to Cornerstone’s products and services and purchase of the same (the “Purpose”). 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 Platforms, except as follows:

- Your computer or mobile device 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 may print or download one copy of a reasonable number of pages of the Platforms for internal business purposes relating to the Purpose only and not for further reproduction, publication or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for internal business purposes relating to the Purpose, provided you agree to be bound by our end user license agreement for such applications.

You must not access or use any part of the Platforms or any services or materials available through the Platforms for any purpose other than the Purpose. Without limiting the generality of the previous stated prohibition, you may not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Platforms.

- Use the Platforms or their Content for competitive or benchmarking purposes.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platforms in breach of the Terms of Use, your right to use the Platforms will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platforms or any Content on the Platforms is transferred to you, and all rights not expressly granted are reserved by Cornerstone or its licensors. Any use of the Platforms not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Platforms. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, Cornerstone or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

#### **4. TRADEMARKS**

CORNERSTONE and any other trademarks appearing on the Platforms, and the logos associated therewith are trademarks of Cornerstone. In addition, the colors, background, objects, “look and feel,” layout, and the design, selection, combination and arrangement thereof appearing on the Platforms constitute the trade dress of Cornerstone. All other trademarks, product names, and company names or logos used in the Platforms are the property of either their respective owners or Cornerstone, as applicable. No permission or license (whether express or implied) is hereby granted regarding the use of any such trademarks, trade dress, product or service names, logos or titles, and such use may constitute infringement of the holder’s rights.

#### **5. PROHIBITED USES**

You may use the Platforms only for lawful purposes and in accordance with these Terms of Use. Without limiting the generality of the foregoing, you agree not to:

- Use the Platforms in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries);
- Decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Platforms or the material contained on them;
- Impersonate or attempt to impersonate Cornerstone, a Cornerstone employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- Use any network monitoring or discovery software to determine the site architecture, including but not limited to the Platforms’ “look and feel,” and trade dress or extract information about usage or users.
- Use any robot, spider, or other automatic or manual device or process to monitor or copy the Platforms, the Platforms’ design, architecture, arrangement, or “look and feel,” and trade dress or the material contained on it other than as expressly permitted in these Terms of Use. Notwithstanding the foregoing, Cornerstone grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but

not caches or archives of such materials. Cornerstone reserves the right to revoke these exceptions either generally or in specific cases without notice.

- Use any device, software, or routine that interferes with the proper working of the Platforms.
- Frame the Platforms or link to a page other than the home page without our express written permission.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platforms, the server on which the Platforms are stored, or any server, computer or database connected to the Platforms.
- Attack the Platforms via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platforms.

## **6. USE OF ANY HYPERLINK**

Cornerstone is not responsible for the content of any other website, including any website through which you may have gained access to our Platforms or to which you may gain access from our Platforms. We do not accept any liability in connection with any such sites or links.

Where we provide a hyperlink to a third-party's website, we do so because we believe in good faith that such a website contains or may contain material which is relevant to that on our Platforms. Such a hyperlink does not signify that Cornerstone has reviewed or approves of the connected third-party's website or its contents – indeed in certain instances a hyperlink may connect you to a third-party's website containing views contrary to those expressed on our Platforms or otherwise held by Cornerstone.

## **7. INFORMATION ABOUT YOU AND YOUR VISITS TO THE PLATFORMS**

All information we collect on the Platforms is subject to our Privacy Policy [[www.cornerstonecontrols.com](http://www.cornerstonecontrols.com)]. By using the Platforms, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **8. CHANGES TO THE PLATFORMS**

The information, material, and Content provided in the screens of the Platforms may be changed at any time without notice. Information, material, and Content is not necessarily complete or up-to-date. Any of the information, material and Content on the Platforms may be out of date at any given time, and we are under no obligation to update such information, material, and Content.

## **9. DISCLAIMER OF WARRANTIES**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platforms will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER**

TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORMS OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORMS AND THEIR CONTENT AND THE PURCHASE OF ANY GOODS OR SERVICES THROUGH OR ON THE PLATFORMS IS AT YOUR OWN RISK. THE PLATFORMS, THEIR CONTENT, AND THE GOODS AND SERVICES AVAILABLE FOR PURCHASE ON AND THROUGH THE PLATFORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CORNERSTONE NOR ANY PERSON ASSOCIATED WITH CORNERSTONE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORMS. WITHOUT LIMITING THE FOREGOING, NEITHER CORNERSTONE NOR ANYONE ASSOCIATED WITH CORNERSTONE REPRESENTS OR WARRANTS THAT THE PLATFORMS OR THEIR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORMS OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORMS OR THEIR CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

CORNERSTONE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. YOUR SOLE REMEDY AGAINST CORNERSTONE FOR DISSATISFACTION WITH THE PLATFORMS OR THE CONTENT IS TO CEASE YOUR USE OF THE PLATFORMS AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

## **10. LIMITATION ON LIABILITY**

IN NO EVENT WILL CORNERSTONE, ITS AFFILIATES OR SUBSIDIARIES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, 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 PLATFORMS, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PLATFORMS OR SUCH OTHER WEBSITES, OR ANY GOODS OR SERVICES PURCHASED THROUGH THE PLATFORMS 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. BY ACCESSING THE PLATFORMS SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR."

## **11. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Cornerstone, its affiliates, subsidiaries, 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 Platforms, including, but not limited to, any use of the Platforms' Content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platforms.

## **12. WAIVER AND SEVERABILITY**

No waiver of by Cornerstone of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Cornerstone to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

In the event that any or any part of the terms contained in these Terms of Use shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such terms shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by the applicable law.

## **13. ENTIRE AGREEMENT**

The Terms of Use constitute the sole and entire agreement between you and Cornerstone with respect to the Platforms and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platforms.

## **14. GOVERNING LAW**

Your use of the Platforms and downloads from it, and the operation of these Terms of Use, shall be governed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Cornerstone arising out of your use of the Platforms must be resolved exclusively by a state or federal court located in Cincinnati, Ohio.

## **15. LIMITATION ON TIME TO FILE CLAIMS**

Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Platforms must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

## **16. CLASS ACTION WAIVER**

You agree that all disputes and all claims pursued against Cornerstone will be on an individual basis. To that end, you hereby waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against the other. You agree that any claim by or against the Cornerstone shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by Cornerstone.

## **17. ARBITRATION**

At its sole discretion, Cornerstone may require you to submit any disputes arising from use of the Platforms, or breach of these Terms of Use, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law. By using the Platforms, you hereby consent to submission of any dispute to be final and binding arbitration.

## 18. CONTACT INFORMATION

If you have any questions about these Terms of Use, our Privacy Policy, or the Platforms, you may contact:

[contactus@cornerstonecontrols.com](mailto:contactus@cornerstonecontrols.com)

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