



## PORTAL TERMS

**1. Introduction and Acceptance.** These Portal Terms and Conditions of Use (the "**Terms**") outline the obligations and responsibilities that must be followed as a condition for accessing this Portal. Notwithstanding anything to the contrary, by registering for access to the Scallon Controls Customer Portal, including any information, data, tools and applications contained therein, (collectively the "**Portal**"), you accept and agree to be bound by these Terms without limitation or qualification. Scallon Controls, Inc. ("**Provider**") reserves the right to make any modifications, alterations, or updates to the Portal or to these Terms at any time without prior notice. Modifications shall become effective immediately upon being posted on the Portal. Your continued use of the Portal after modifications are posted constitutes an acknowledgement and acceptance of these Terms and its modifications. All references in these Terms to "we," "us," or "our" shall refer to Provider and its affiliates. All references in these Terms to "you" or "your" shall refer to the users of the Portal.

## 2. User Details and Portal Credentials

2.1 In order to access certain features of the Portal, you will be required to provide information about yourself (such as identification or contact details) as part of the registration process or as part of your continued use of the Portal. You agree that you will not misrepresent your identity and that any such information you give to Provider will always be accurate, correct, not misleading, and up to date. You agree that Provider may rely on that information unless and until it receives notice from you of any change or update to the information provided by you.

2.2 You agree and understand that you are responsible for maintaining the confidentiality and security of your Portal credentials, including user ID and password. You must not disclose your Portal credentials to, or share it with, others. You are fully responsible for all activities that occur through use of your Portal credentials. Provider cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

2.3 Unauthorized use and allocation of Portal credentials, including passwords, may lead to revocation of access to this Portal for you or your organization. You agree that you will be solely responsible to Provider for all activities that occur under your Portal credentials. You must immediately notify Provider if you become aware that your Portal credentials, including password details, have been compromised or are known by a third party or there has been unauthorized use of your account and login details.

## 3. Access to and Use of the Portal

3.1 You are responsible for ensuring a secure internet connection is used to connect to the Portal. You agree not to access (or attempt to access) the Portal by any means other than through the interface that is provided by Provider. You specifically agree not to access (or attempt to access) any part of the Portal through any automated means, including use of scripts, web crawlers, "robot", "spider", "scraper" or other automated means.

3.2 Your Portal credentials may only be used by one person - a single Portal account shared by multiple people is not permitted. **Important:** If you are using a shared computer, once you have completed using the Portal, you must **log out** by selecting the log out link and **close your browser**



before leaving the computer unattended. This will prevent unauthorized access to your personal and/or commercial information by others.

3.3 You agree that you will not engage in any activity that interferes with or disrupts the Portal (or the servers and networks which are connected to the Portal). You will not circumvent or attempt to circumvent any measure effected by Provider to prevent or restrict access to the Portal. For security purposes and to ensure that our services remain available to all users, we monitor network traffic. This monitoring is done to identify unauthorized attempts to upload or change information, or to otherwise cause damage.

3.4 The accessibility and operation of this Portal relies on internet technologies outside of Provider' control. Provider does not guarantee continuous accessibility or uninterrupted operation of this Portal. Provider will not be liable for any loss, damage, cost, or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties and malfunctions in equipment or software.

3.4 Provider does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through this Portal. Internet communications may be susceptible to interference or interception by third parties. Provider will not be liable for any loss, damage, cost, or expense resulting from any breach of a security measure (including viruses or other unauthorized software).

3.5 You agree that you will not reproduce, adapt, duplicate, copy, republish, upload, post, transmit, distribute, modify, communicate, sell, trade, or resell the Portal, or any portion, feature, or content thereof, for any purpose, without Provider's written permission. Where such permission is granted, you agree to keep intact all copyright and other proprietary notices on any such downloaded or printed materials.

4. **Privacy.** Please read our Privacy Policy, which also governs your use of Provider's website and the Portal, to understand our policies about what information we collect, how we will treat this information, and what options you have to direct our activities. Our Privacy Policy available at <https://ScallonControls.com/privacy-policy/> may be modified from time to time without prior notice, and such modification shall become effective immediately upon being posted on the Privacy Policy site.
5. **Provision of this Portal.** Provider reserves the right to: (a) limit your ability to use this Portal; (b) modify or discontinue, temporarily or permanently, your access to this Portal at any time with or without notice; (c) limit the times and periods during which Portal access can take place; and (d) review the activities of users of this Portal to ensure they are meeting the relevant terms and conditions of use.
6. **Comments, Communications, and other Content**

6.1 Certain features within the Portal may allow you to post comments, send emails and other communications, and submit suggestions, ideas, comments, questions, or other information (together "Communication"). You agree, understand and represent that all of your Communication: (i) is accurate, (ii) is owned or otherwise controlled by you, (iii) is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third-parties, and (iv) does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of Communication. Provider reserves the right (but not the obligation) to monitor and edit or remove any Communication activity or content. If you do post Communication content or submit Communication material, you grant Provider a non-exclusive, royalty-



free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Communication content throughout the world in any media, including the right to use the name that you submit in connection with such Communication. Provider takes no responsibility and assumes no liability for any Communication content posted by you or any third-party.

6.2 The Portal may be linked to other websites not maintained by us. We do not control and are not responsible for the content of and policies governing use of those websites not maintained by us. The inclusion of any link to such websites does not imply approval of or endorsement by us of the websites or the content thereof.

**7. Ownership, Copyright and Trademark.** All content included on the Portal, such as trademarks, service marks, trade names, text, graphics, logos, icons, button icons, images, data compilations, domain names, and software, is the property of Provider or its content suppliers or used with permission. The compilation of all content on the Portal is the exclusive property of Provider and protected by United States and international copyright laws. All software used on the Portal is the property of Provider or its software suppliers and protected by United States and international copyright laws. Nothing on the Portal shall be construed as granting any license or right to such content or software.

**8. Responsibility.** You agree that you are solely responsible for and you indemnify us against (and that Provider has no responsibility to you or to any third-party for), including any loss or damage which Provider may suffer arising out of, (a) your Communications and your use of and access to the Portal; (b) any breach of your obligations under these Terms, (c) any willful, negligent or unlawful act or omission by you in relation to, or in the course of using, this Portal, (d) your violation or alleged violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (e) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders; or (f) any misrepresentation made by you.

## 9. Disclaimers and Limitation of Liability

9.1 The Portal is provided by Provider on an "as is" and "as available" basis and is intended to provide only general information. The information, materials and tools are not technical advice and may be incomplete; particular facts unique to your situation may render it inapplicable or incorrect for your situation. Do not rely or use any such information, materials or tools as technical advice and conduct your own due diligence as appropriate to understand the applicable requirements.

9.2 To the fullest extent permitted by law, Provider makes no representations or warranties of any kind, statutory, express or implied, as to the operation of the Portal or the information, content, materials, or services included thereon, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In particular, Provider does not warrant that the Portal, its servers, or email sent from Provider are free of viruses or other harmful components. 9.3 Provider disclaims all liability for claims, losses, damages, costs or expenses, including, without limitation, indirect, incidental, punitive, and consequential damages, arising from tort (except in cases of gross negligence or willful misconduct), contract, infringement or any other form of claim in relation to the use of, delivery of, license of or reliance upon the Portal. Without restricting the generality of the foregoing, the Provider disclaims all liability and will not be liable for any claim, loss, damage cost or expense, including indirect, incidental, punitive, and consequential damages, of any kind in relation to or resulting from:

- a) any matters or factors outside of its control, including the availability or unavailability of the Internet, or telecommunications or other infrastructure systems;

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- b) the availability or unavailability of the Internet, or telecommunications or other infrastructure systems due to system maintenance;
- c) the availability or unavailability of the Portal service for any reason;
- d) any activities resulting from the loss, misuse, or illegal or fraudulent use of your Portal credentials;
- e) the use of your Portal credentials for the exportation or importation of cryptographic products;
- f) the use of your Portal credentials in a foreign country where such use is prohibited by the laws of that country; or
- g) statements or conduct of any third party, or any other matter relating to this Portal.

9.4 Use of this Portal and these Terms are governed by the laws of the State of Texas, without regard to principles of conflict of laws. Any cause of action you may have with respect to your use of the Portal must be commenced within ninety (90) days after the claim or cause of action arose.

9.5 These Terms constitute the entire agreement between Provider and you with respect to your use of the Portal. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

10. **How to Contact Us.** Any questions about these Terms should be addressed to your Scallon representative or by sending an email to [receptionist@scalloncontrols.com](mailto:receptionist@scalloncontrols.com) for proper routing.

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