



TERMS OF USE

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2. Changes to Terms of Use

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

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

3. Intellectual Property Rights

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laws.

4. Use of Our Website

You may use the Website only for lawful, personal, non-commercial purposes and in accordance with these Terms of Use. You agree not to:

- use the Website in any way that violates any applicable federal, state, local or international law or regulation (including any laws regarding the export of data or software to and from the U.S. or other countries);
- use the Website to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- use the Website to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability;
- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Website;
- introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- engage in phishing, impersonation, data mining or scraping, or any other attempt to interfere with the Company’s business, data security, or the operations of the Website;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Website.

5. Website Registration/Passwords

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), 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 this Website 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.

6. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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7. Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

8. Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on the Website;
- send e-mails or other communications with certain content, or links to certain content, on the Website; and/or
- cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- establish a link from any website that is not owned by you;
- cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;
- link to any part of the Website other than the homepage; and

- otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

9. Links from the Website

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

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES 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 WEBSITE, ANY WEBSITES

LINKED TO IT, ANY CONTENT ON THE WEBSITE OR ON OTHER WEBSITES, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY 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.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. INDEMNIFICATION

YOU AGREE TO DEFEND AND INDEMNIFY US, OUR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, OR OTHER COSTS (INCLUDING REASONABLE LEGAL AND ACCOUNTING FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OF USE OR YOUR USE OF THE WEBSITE, INCLUDING YOUR USE OF ANY INFORMATION OBTAINED FROM THE WEBSITE.

13. Claims of Copyright Infringement

We respect the intellectual property rights of others. If you believe that any of material on our website infringes upon any copyright you own or control, in accordance with the Digital Millennium Copyright Act, you may send a written notification of such infringement to us at:

Attn: Copyright Agent
CCI Systems, Inc.
105 Kent Street
Iron Mountain, MI 49801
info@ccisystems.com

14. Miscellaneous Terms and Conditions

(a) Modification or Suspension of the Website. We reserve the right to modify, withdraw or amend this Website and any service, product or content we provide on the Website, in our sole discretion, without notice.

(b) Site Location. The Website is operated from within the United States of America. We make no representation or warranty that the Website, or any content or other materials available on the Website, are appropriate or available for use in other locations. Those who access the Website from outside the United States of America do so on their own initiative and are responsible for compliance with local laws and regulations, if and to the extent such local laws and regulations are applicable.

(c) Assignment. Company may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without notice. Your rights and obligations under this Agreement may not be assigned to any third party, without the prior written consent of an authorized Company representative.

(d) No Waiver/Severability. If you do not comply with these terms, and we do not take action right away, we are not waiving our right to take action in the future. If a court or other competent legal authority finds that any individual portion of this Agreement is not enforceable, this will not affect the enforceability of any other terms.

(e) Applicable Law/Jurisdiction. This Agreement and any disputes arising out of it shall be governed by the laws of the State of Michigan, USA, without giving effect to any principles of conflicts of law. Any legal

action or proceeding related to this Agreement or relating to use of the Website shall be brought exclusively in the federal or state courts of Dickinson County, Michigan, USA, and you and we consent to personal jurisdiction in those courts.

(f) Dispute Resolution/Arbitration. Any dispute regarding this Agreement shall first be submitted to binding arbitration in Iron Mountain, Michigan, USA, pursuant to the rules and procedures of the American Arbitration Association and judgment on the award of the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, you and we may bring suit in any court of competent jurisdiction with respect of any breach or threatened breach of its proprietary rights.

(g) Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

(h) Entire Agreement. These Terms of Use and any other agreements referenced herein, make up the entire agreement between us relating to your use of the Website, and replace any prior understandings or agreements (whether oral or written) between us relating to the Website.

(i) Acknowledgement/Reservation of Rights. You acknowledge that you have read and understood this Agreement, and that this Agreement has the same force and effect as a signed agreement. All rights not expressly granted herein are hereby reserved.