

# TERMS OF USE

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The terms "you" and "User" as used herein refer to all individuals and/or entities accessing this website for any reason.

## **1. Eligibility**

By accessing the SWI ELECTRIC website, you represent and warrant that you are 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and that you have the right, authority, and capacity to agree to and abide by these Terms of Use. In any case, you affirm that you are over the age of 13, as the SWI ELECTRIC website is not intended for children under 13. You also represent and warrant that you will use the website in a manner consistent with any and all applicable laws and regulations.

## **2. Permissions and Restrictions**

SWI ELECTRIC hereby grants you permission to access and use the website as set forth in these Terms of Use, provided that:

- (a) You do not collect any personally identifiable information of others, including user names or email addresses, from the website.
- (b) You may not use any SWI ELECTRIC website in violation of any applicable law or regulation.

- (c) You do not use the website for any commercial purposes without the prior written authorization of SWI ELECTRIC. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk email, or other solicitation. You agree not to solicit, for commercial purposes, any users of the website with respect to their user comments.
- (d) You do not circumvent, disable or otherwise interfere with security-related features of the website or our sites or servers (or networks connected to our website), including, without limitation, the following activities: (i) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (ii) attempting to interfere with communication to any user, host, or network, including, without limitation, via means of submitting a virus to this or any SWI ELECTRIC site, overloading, "flooding," "spamming," "mailbombing" or "crashing"; or (iii) transmitting or otherwise making available any content containing any "virus," "worm," or "trojan horse" or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment. Violations of system or network security may result in civil or criminal liability. The SWI ELECTRIC will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.
- (e) You do not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the website in a manner that sends more request messages to the SWI ELECTRIC servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, SWI ELECTRIC 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. SWI ELECTRIC reserves the right to revoke these exceptions either generally or in specific cases.
- (f) You do not alter or modify any part of the website.
- (g) You do not harass, threaten, embarrass or cause distress, unwanted attention, or discomfort to a person or entity on or through the website or its communication systems.

- (h) You do not transmit or otherwise make available on or through the website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, violent, vulgar, obscene, hateful or racially, ethnically, or otherwise objectionable, or potentially libelous or inflammatory, as solely determined by SWI ELECTRIC.
- (i) SWI ELECTRIC reserves the right to change or discontinue any aspect of the website at any time, for any reason, and without notice to you.
- (j) SWI ELECTRIC reserves the right to suspend or terminate a user's access to the website, without prior notice and at SWI ELECTRIC's sole discretion.
- (k) This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the website.

### **3. Your Use of Content on the Site**

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the SWI ELECTRIC website.

- (a) The content on the website (other than your User Content), including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, and the like (collectively, "SWI ELECTRIC Content") is owned by or licensed by SWI ELECTRIC. Similarly, the trademarks, service marks, and logos contained on the website are owned or licensed by SWI ELECTRIC ("SWI ELECTRIC Marks"). Except as otherwise provided in these Terms of Use, the SWI ELECTRIC Content and Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of SWI ELECTRIC. SWI ELECTRIC reserves all rights not expressly granted in and to the SWI ELECTRIC Content and the SWI ELECTRIC Marks.
- (b) The website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the website; and you may forward website materials to others for personal, non-commercial uses that are reasonably related to the website's purposes.

(c) You understand that when using the SWI ELECTRIC website, you will be exposed to SWI ELECTRIC Content, User Content, and other third-party content from a variety of sources, and that SWI ELECTRIC makes no warranty about the accuracy, usefulness, safety, or intellectual property rights of or relating to such SWI ELECTRIC Content, User Content, or other third-party content. You further understand and acknowledge that you may be exposed to User Content that may be inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SWI ELECTRIC with respect thereto.

(d) The website may contain links to third-party websites that are not owned or controlled by SWI ELECTRIC. SWI ELECTRIC has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. We encourage you to be aware when you leave the website and to read the terms and conditions and privacy policy of each other website that you visit.

#### **4. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any SWI ELECTRIC Content or User Content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing SWI ELECTRIC's Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further details):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed 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 SWI ELECTRIC to locate the material;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number, and email address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

Send notifications of claimed infringement to: Copyright Agent, SWI ELECTRIC, 815 16th Street, NW, Washington, D.C., 20006. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with SWI ELECTRIC.

## **5. Disclaimer of Warranty**

THIS WEBSITE IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE SWI ELECTRIC

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## **6. Limitation on Liability**

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BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SWI ELECTRIC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU

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## **7. Indemnity**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE SWI ELECTRIC PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES,

COSTS, OR DEBT AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES), OF WHATEVER NATURE, ARISING FROM: (I) YOUR USE OF THE SWI ELECTRIC WEBSITE; (II) YOUR

VIOLATION OF ANY TERM OF THESE TERMS OF USE; (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (IV) ANY CLAIM THAT ONE OF YOUR SUBMISSIONS CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE SWI ELECTRIC WEBSITE.

## **8. Miscellaneous**

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You and SWI ELECTRIC agree that any cause of action arising out of or related to the SWI ELECTRIC website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

*These Terms of Use are made effective as of January 30, 2022*