

Thermal Solutions Manufacturing Website Terms of Use

Effective Date: February 17, 2012

Last Updated: August 11, 2023

Thermal Solutions Manufacturing, Inc. ("TSM," "we," "us," or "our") oversees this website, www.thermalsolutionsmfg.com ("Site") and related services (collectively, our "Services"). These Terms of Use ("Terms") are applicable to you ("user(s)," "you," or "your") and govern your access to and use of the Services, as well as any information, text, graphics, photos, or other material uploaded, downloaded or appearing on the Services. The Terms contained herein apply to all users of this Site and our Services.

Read these Terms carefully before you begin using this Site. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE, ITS SERVICES, AND THE CONTENT AVAILABLE HEREIN, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS.

Access to the Services is intended only for users located within the United States. TSM makes no representation or warranty of any kind that use of this Site outside of the United States is lawful or permissible. Those who access this Site from other jurisdictions are responsible for their compliance with local laws pertaining to the use of this Site. The Services are also not intended for use by minors. By using the Services, you represent and warrant that you are eighteen (18) years of age or older.

1. Access to and Use of the Site and the Services

To use our Services, you may be required to provide certain personally identifiable information ("Personal Information"), such as your first and last name, telephone number(s), and e-mail, as well as other personally identifiable information that you voluntarily provide. By providing such information, you acknowledge and agree that we may, and you specifically authorize us or permitted third parties, to process all requests and transactions related to this Site and its operation, including without limitation payments and/or registration. You agree to pay all fees and charges, including applicable taxes and surcharges, incurred through your activity on or through the Site.

a. Security. You agree, represent, warrant, and guarantee that all Personal Information provided by you, either through our Site or when speaking to a TSM representative over the phone, is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate, or pretend to be somebody else when providing information. We strongly recommend that you do not use the Services or access the Site on any public computer.

b. Limitations on Use. The Site may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with your use of the Site and their content. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Site:

- i. in any manner transmit or submit any content to which you do not have the lawful right to copy, transmit, and display (including any content that would violate any confidentiality or fiduciary obligations that you might have with respect to the content);
- ii. in any manner transmit or submit any content that infringes the intellectual property rights or violates the privacy rights of any third party (including, without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, or moral right, or right of publicity);

- iii. in any manner transmit or submit harmful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, obscene, indecent, vulgar, lewd, violent, hateful, or otherwise objectionable content or material;
- iv. copy, reproduce, republish, upload, post, transmit, or distribute the Services, the Site, or any content thereof;
- v. share or sell information derived from or related to the Services, the Site, or any content thereof;
- vi. modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute, or display, or create derivative works, compilations, or collective works based on the Services, the Site, or any content thereof;
- vii. knowingly or negligently permit other individuals or entities to use or copy the Service or "frame" or "mirror" the Service on any other server or wireless or Internet-based device;
- viii. circumvent, disable, or otherwise interfere with security-related features on the Site or features that prevent or restrict use or copying of any content;
- ix. use the Services to collect or store Personal Information about other users;
- x. knowingly include or use any false or inaccurate information in any customer account;
- xi. in any way transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes," or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Site, or interfere with the access of any other user to the Site;
- xii. attempt to probe, scan, or test the vulnerability of any system or network operated by us, or breach or impair or circumvent any security or authentication measures protecting the Site;
- xiii. attack the Site via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Site;
- xiv. transmit or upload any material to the Site that contains viruses, trojan horses, worms, time bombs, or any other harmful or deleterious programs;
- xv. attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the Site;
- xvi. use the Site in any way that competes with us; or
- xvii. encourage, collaborate, or instruct any other person or entity to do any of the foregoing.

ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICES OR SITE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

We reserve the right, in our sole discretion, to audit or otherwise monitor any communication transmitted using the Site. We further reserve the right at all times to review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, governmental request, or business assessment. NOTWITHSTANDING THE FOREGOING, WE HEREBY DISCLAIM ANY OBLIGATION TO MONITOR USE OF THE SITE OR TO RETAIN THE CONTENT ON THE SITED UNLESS OTHERWISE AGREED OR REQUIRED BY LAW.

c. User Feedback and Suggestions. All feedback, suggestions, ideas, and other submissions disclosed, submitted, or offered to TSM or otherwise disclosed, submitted, or offered concerning the Site in connection with your use of the Site (collectively, "Feedback") will be TSM's property. Such disclosure, submission, or offer of any Feedback will constitute an assignment to TSM of all worldwide rights, titles, and interests in all copyrights and other intellectual property in the Feedback. TSM will be under no obligation to (i) maintain any Feedback in confidence; (ii) pay any compensation for any Feedback; or (iii) respond to any Feedback.

d. Updates and Outages. It may be necessary for TSM to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Site or Services or result in a partial or complete outage of the Site or Services. TSM provides no assurance that you will receive advance notification of such activities or that the Site or Services will be uninterrupted or error-free. Any degradation or interruption of the Site or Services will not give rise to a refund or credit of any fees paid by you.

e. Links to Third-Party Websites. These Site may contain links to other websites on the Internet, which are not maintained by us. When you leave the Site, you do so at your own risk. By providing a link to a third-party website, we are not endorsing or attempting to associate with any other entity. Other websites are not under our control, and you acknowledge that we shall not be responsible or liable for any of the text, images, videos, content or any other content or information from a third-party website. You also acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, any good, any service, or any other material provided through a third-party website.

f. Reliance on Information Posted. We reserve the right to modify the Site in our sole discretion without notice. We will not be liable if, for any reason, any part of the Site or the entirety of the Site is unavailable for any period of time. Periodically, we may restrict access to portions of the Site or the entirety of the Site. We may make these modifications at any time and for any reason without prior notice. You assume any and all risk for decisions based on information contained within the Site. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place, or decisions you make, on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the materials of this Site by you or any other user of the Site, or by anyone who may be informed of any of their contents.

2. Intellectual Property

The Site, including all text, images, designs, graphics, content, source code, object code, data, features, functionality (including but not limited to all information, software, displays, enablement of video and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such materials. For purposes of clarity, TSM owns the rights to the compilation, arrangement, and assembly, along with any modifications, variations, updates, versions, and changes to all information entered and stored within our Site's database(s) as part of the Site. This material, collectively, is protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary

rights laws. All of the Site's content is copyrighted material and is protected by the Copyright Act of 1976. You are not permitted to republish, reproduce, transmit, transfer, prepare derivative versions or works, or otherwise use any content on this Site without our prior, express, and written permission.

You do not and will not acquire any intellectual property rights in the Site, including but not limited to the underlying Services and the content published herein, by your use of the Site. Subject to your compliance with the terms and conditions of these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license, without the right to sublicense, to access and use the Site and to download and print any content provided by us, solely for your personal and non-commercial purposes. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the limited license expressly granted in the preceding sentence.

3. Disclaimer of Warranties

THE SITE AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

TSM, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ALL WARRANTIES WHETHER ARISING OUT OF LAW, STATUTE, COURSE OF DEALING, TRADE USAGE, OR ANY OTHER RELATIONSHIP. WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE SITE OR INFORMATION FOUND ON THE SITE. WE MAKE NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED WITHIN THE SITE. WE DO NOT WARRANT THAT THE SITE WILL BE OPERATIONAL, SECURE, ERROR-FREE, OR VIRUS FREE. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT US TO DISCLAIM WARRANTIES IN THESE WAYS, WE DISCLAIM WARRANTIES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

4. Your Security

You are responsible for implementing sufficient procedures and security mechanisms to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to and separate from this Site to reconstruct 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 Site or to your downloading of any material posted on them, or on any third-party website linked to them.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

5. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE TSM, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THE SITE AND THE SERVICES.

You acknowledge that you are responsible for any actions you take while on the Site. You recognize that your use of the Site and any subsequent actions arising from your use of the Site are taken solely at your own risk.

IN NO EVENT WILL TSM, OUR DIRECTORS, OUR OFFICERS, OUR EMPLOYEES, OUR CONTRACTORS, OUR AGENTS, OR OUR REPRESENTATIVES BE LIABLE FOR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY OR UNDER ANY EQUITABLE THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE AND THE SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, CLINICAL OUTCOMES, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, 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. NO CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THE SERVICES MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

6. Indemnification

You will indemnify, defend, and hold harmless TSM, our licensors and affiliates, and our and their respective directors, officers, employees, contractors, agents, and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs, or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of, in connection with, or resulting from:

- 1) your access to or use of the Site, including but not limited to its Services and its content;
- 2) your violation of any of the provisions of these Terms;
- 3) any activity related to your account by you or any other person accessing the Services through your account, including, without limitation, negligent or wrongful conduct; or
- 4) your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right.

For purposes of clarity, these indemnification obligations apply to your use of the Site, along with your use of the Site's content and Services, other than as expressly authorized in this Terms, and your use of any information obtained from the Site or any information you provide to the Site.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

7. Our Compliance with COPPA

THE SITE IS NOT INTENDED FOR USERS WHO ARE YOUNGER THAN THIRTEEN (13) YEARS OF AGE. You can learn more about our compliance with the Children's Online Privacy Protection Act ("COPPA") by reviewing our Privacy Policy here <https://www.thermalsolutionsmfg.com/privacypolicy/>. Moreover, if you are under 18 years of age, you should not provide any personally identifiable information on our Site without the knowledge and permission of your parent or guardian.

8. Governing Law and Venue

This Terms of Use shall be construed, governed, and enforced under the laws of the United States and the State of Tennessee (without regard to rules governing conflict of laws). You agree that venue for all actions, relating in any manner to this Terms of Use, shall be in a federal or state court of competent jurisdiction located in Nashville, Davidson County, Tennessee. Each party to these terms waives any

objection based on *forum non conveniens* and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

9. Severability and Waiver

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity so that the remainder of that provision and all remaining provisions will continue in full force and effect. No waiver by us of any term or condition set forth herein 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 us to assert a right or provision shall not constitute a waiver of such right or provision unless acknowledged and agreed to by TSM in writing.

10. Relationship

No joint venture, partnership, employment, or agency relationship exists between you and TSM as a result of the Terms or use of the Services.

11. Force Majeure

No party to these Terms will be liable to the other party for any failure to perform any of its obligations, except payment obligations, under the Terms during any period in which such performance is delayed by circumstances beyond its reasonable control, including, but not limited to, fire, flood, war, embargo, strike, riot, unavailability of the Internet, or the intervention of any governmental authority.

12. Changes to the Terms of Use

We will make changes to these Terms from time to time. The date that these Terms were last revised is identified at the top of the page. You are responsible for ensuring that you periodically visit our Site and these Terms to check for any changes. Your continued use of the Site and Services will constitute acceptance of, and agreement to, the revised Terms.

13. Entire Agreement

These Terms, together with the Privacy Policy, comprise the entire agreement between you and TSM and supersede all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between you and TSM regarding such subject matter. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, AND YOU AGREE TO BE BOUND BY ALL APPLICABLE TERMS AND CONDITIONS AS THEY MAY BE AMENDED FROM TIME TO TIME.

14. Contact Us

To ask questions or comment about these Terms, you may contact us at:

Phone: 800-799-7237
E-mail Address: TSMPrivacy@tsmus.com
Mailing Address: Thermal Solutions Manufacturing, Inc.
TSM Privacy
25 Century Blvd., Suite 210
Nashville, TN 37214