

TERMS OF USE

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Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept, and agree to be bound and abide by, these Terms of Use and our Privacy Policy, found at 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 Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, 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 Website.

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 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.

2. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

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

You are responsible for:

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

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 [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 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.

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- Use the Website 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 US or other countries);
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- Impersonate or attempt to impersonate Cornerstone, a Cornerstone employee, another user or any other person or entity (including, without limitation, by using e-mail 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 Website’s “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 Website, the Website’s 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 Website.
- Frame this Website 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 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.
- Otherwise attempt to interfere with the proper working of the Website.

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 Website or to which you may gain access from our Website. 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 Website. 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 Website or otherwise held by Cornerstone.

7. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

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

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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 Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

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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 Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

14. GOVERNING LAW

Your use of this Website 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 Website must be resolved exclusively by a state or federal court located in Cincinnati, Ohio.

15. 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.

16. CONTACT INFORMATION

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

contactus@cornerstonecontrols.com

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