

## **PHOENIX CONTACT LTD. WEBSITE TERMS AND CONDITIONS OF USE**

### **ACCEPTANCE OF THE WEBSITE TERMS AND CONDITIONS OF USE**

These Website Terms and Conditions of Use constitute a legal agreement and are entered into by and between you and Phoenix Contact Ltd. (“Phoenix Contact”, “we”, “us”, “our”). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference, (collectively, these “Terms of Use”), govern your access to and use, including any webpage documents, images, audio and video files, all data and content, functionality, and services offered on or through [www.phoenixcontact.com/ca](http://www.phoenixcontact.com/ca), (the “Website”). The Website is owned and operated by Phoenix Contact and its affiliated companies.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF USE AND OUR PRIVACY POLICY, FOUND [HERE](#), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

### **MODIFICATIONS TO THE TERMS OF USE AND TO THE WEBSITE**

We reserve the right in our sole discretion to revise and update these Terms of Use from time to time with or without notice to you. Any such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms of Use in order to be aware of any such modifications and your continued use shall be your acceptance of the revised terms. The information and material on the Website may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

### **YOUR USE OF THE WEBSITE**

You may only use the Website for your personal and non-commercial use.

Please feel free to browse the Website; however, as a condition of your access and use, you agree that you may use the Website only for lawful purposes and in accordance with these Terms of Use. You may not use the Website in any manner that could disable, overburden, or impair any Phoenix Contact server, or interfere with any other person's use and enjoyment of the Website, other accounts, computer systems or networks connected to any Phoenix Contact server or to the Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website. Phoenix Contact may, in its sole discretion, and at any time, modify or discontinue the Website, or limit, terminate or suspend your use of the Website, although Phoenix Contact is under no obligation to do so.

You represent and agree that you are at least 18 years of age and that if you are younger than 18 you will not use this Website.

Phoenix Contact and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products, services or technologies, processes, materials, marketing plans or new product or service names. Please do not send any original creative artwork, samples, demos or other works. The purpose of this policy is to avoid potential misunderstandings or disputes when Phoenix Contact's products, services or marketing strategies might seem similar to ideas submitted to Phoenix Contact. So please do not send your unsolicited ideas to Phoenix Contact or anyone at Phoenix Contact. If, despite our request that you not send us your ideas and materials, you still send them, please understand that Phoenix Contact makes no assurances that your ideas and materials will be treated as confidential or proprietary.

### **USER CONTENT**

The Website provides you an opportunity to communicate with us. We are pleased to hear from our visitors and welcome your comments regarding our products and services. However, please be aware that other than Personal Information, which is defined and covered in our Privacy Policy, any material, information or other communication you send or post to this Website (“User Content”) will be considered non-confidential and non-proprietary. Phoenix Contact will have no obligations with respect to the User Content.

By posting, uploading, adding, communicating, storing, or otherwise transmitting User Content on, to, or through the Website, you understand and agree that you are giving Phoenix Contact a royalty free, irrevocable, perpetual, non-exclusive and fully sublicensable license to edit, alter, broadcast, post, publish, copy, disclose, distribute, perform, create derivative works from, incorporate and otherwise use the User Content and images, sounds, text, and other things embodied therein for any and all purposes, including commercial, promotional, or marketing purposes throughout the world in any form, medium, or technology now known or later developed. However, you agree that Phoenix Contact has no obligation to use any idea or material contained in User Content and you have no right to compel such use.

You agree that none of your User Content will include material that:

1. Is unlawful, threatening, libelous, defamatory, indecent, obscene, pornographic, or that may violate any law;
2. Expresses or implies that any statements you make are endorsed by Phoenix Contact;
3. Could interfere with anyone else's use of the Website;
4. Encourages or incites anyone to break the law;
5. Violates the rights of any party, including copyrights and other property right and rights of privacy, or that includes personal or sensitive information regarding yourself or another person;
6. Contains a commercial solicitation of any kind;
7. Contains a virus or any other harmful or potentially harmful component; or
8. Contains false or misleading statements of fact or descriptions of the origin of the material.

Although you are solely responsible for the content you provide, Phoenix Contact may, but is not required to, monitor User Content. If Phoenix Contact becomes aware of User Content that violate these Terms of Use or that it believes to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, Phoenix Contact may, without notice to you and in its sole discretion (a) delete such material (b) restrict access to or the availability of such material, or (c) take other action as described elsewhere in these Terms of Use or as it otherwise sees fit. Phoenix Contact will fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity of anyone posting any such information or materials.

## **PRIVACY**

By submitting your Personal Information and using our Website, you consent to the collection, use, reproduction, hosting, transmission and disclosure of any such information in compliance with our Privacy Policy, found [here](#), as we deem necessary for use of the Website and provision of services.

## **INTELLECTUAL PROPERTY RIGHTS**

You understand and agree that the Website and its entire contents, features, functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Phoenix Contact, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

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Phoenix Contact respects the intellectual property rights of others. If you believe that any of your work was copied by another, in a way that infringes your copyrights, and is posted on this Website, please provide Phoenix Contact with the following information: 1) a description of your work that you believe was infringed; 2) a description of the work believed to

be infringing and where it appears on the Website; and 3) your contact information – name, address, telephone number and email address. This information should be accompanied by a statement that you believe, in good faith, that the infringing use is not authorized, and that, under penalty of perjury, all of the information you provide is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. This notice should be signed and provided to Phoenix Contact's Legal Department, at [US-LegalServices@phoenixcontact.com](mailto:US-LegalServices@phoenixcontact.com) or 586 Fulling Mill Road, Middletown, PA 17057.

### **THIRD PARTY CONTENT AND LINKED SITES**

For your convenience, this Website may provide links or pointers to third party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third party sites. Unless expressly stated, Phoenix Contact does not endorse any products or services offered by any company or person linked to its site.

### **ONLINE PURCHASES**

All orders, purchases or transactions for the sale of goods, or services made using this Website are subject to the General Terms and Conditions (found [here](#)) and the applicable EULA.

### **DURATION OF THE TERMS**

The Terms will continue to be effective until they are terminated by Phoenix Contact. We may modify or terminate the Terms immediately and without notice, at our sole discretion.

### **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY**

Your use and browsing of this Website are solely at your own risk. If you are dissatisfied with the Website or any of the materials on the Website, or with any of the Terms of Use, your sole and exclusive remedy is to discontinue accessing and using the Website.

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IF YOUR USE OF MATERIALS OR INFORMATION FROM THIS WEBSITE, OR FROM MATERIALS OR INFORMATION OBTAINED FROM LINKED INTERNET ADDRESSES, RESULTS IN NEED FOR SERVICE, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICE, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCE SHALL PHOENIX CONTACT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, COUNSEL, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR INJURY WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL THAT RESULTS FROM

THE USE OF OR INABILITY TO USE THIS WEBSITE OR ANY PORTION THEREOF INCLUDING, WITHOUT BEING LIMITED THERETO, ANY OFFERING THAT MAY BE MADE THEREIN. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF PHOENIX CONTACT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. THE TOTAL LIABILITY OF PHOENIX CONTACT TO YOU FOR ALL LOSSES, DAMAGES AND CAUSES OF ACTION (IN CONTRACT, TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS THE WEBSITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES THE LIABILITY OF PHOENIX CONTACT IN SUCH JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY THE LAW THEREUNDER.

## **INDEMNIFICATION**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Phoenix Contact, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, 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 breach of these Terms of Use or your use of the Website, including, but not limited to, your User Content, third party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use.

## **GEOGRAPHIC RESTRICTIONS**

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## **GOVERNING LAW AND JURISDICTION**

These Terms of Use are governed, construed, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without consideration of any conflict of laws provisions. All disputes relating to these Terms of Use shall be subject to the jurisdiction of and venue in the courts of Ontario. To the extent permitted by applicable law, you hereby submit to this jurisdiction and venue and waive any defense of *forum non conveniens*.

## **WAIVER; SEVERABILITY, ENTIRE AGREEMENT**

Any failure by Phoenix Contact to enforce any of its rights under these Terms of Use or under applicable law shall not constitute a waiver of such rights. If any term or provision of these Terms of Use is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction. The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Phoenix Contact regarding your use of the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.