### Restaurant Equipment Maintenance Corporation Website Terms of Use

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In addition, the Website may allow you to purchase many different types of Products and Services online that are provided by third parties. The Company is not responsible for the quality, availability, accuracy, timeliness, reliability or any other aspect of these Products and Services. If you make a purchase from a third party on the Website or on a site linked to by the Company, the information obtained during your visit to that third party's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, is collected by the third party. A third party may have separate privacy and data collection practices. The Company has no responsibility or liability for these independent policies. For more information regarding a third party, its online store, and its privacy policies, return to that third party's home page and click on its information links or contact the third-party website directly. You release the Company and its affiliates from any damages that you incur, and agree not to assert any claims against them, arising from your purchase or use of any Products or Services made available by third parties through the Company.

When you purchase Products or Services through the Company or a linked third party website, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such Products or Services. If you have any questions about these additional terms and conditions, you should contact the Company or the third party directly.

You agree to be financially responsible for all Products and Service purchases made by you or someone acting on your behalf through the Website. You agree to use the Website and to purchase Products or Services through the Website for legitimate purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or Website. You agree to only purchase Products or Services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to Website or a third party, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

This Website may provide certain summary descriptions or other helpful information regarding Products and Services. The Company attempts to be as accurate as possible; however, any such materials are intended to generally describe the Products and Services and are subject in all respects to the specific terms and conditions of the actual Product and Services to which they refer.

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- An electronic or physical signature of a person authorized to act on behalf of the Company of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit the Company to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright Company, its agent, or the law; and
- A representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the Company of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices should be sent to:

REMCO 995 Yeager Parkway Pelham, AL 35124

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# Ownership of Information Submitted via this Website

With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Policy Statement), any information you transmit to the Company via this Website, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of the Company. Such information may be used for any purpose, including, without limitation, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. The Company shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send via this Website or by any other means for any purpose whatsoever, including, without limitation, developing and marketing products using such information.

### **Connection Requirements**

You are responsible for providing and maintaining, at your own risk, option and expense, any hardware, software and communication lines required to access and use this Website, and the Company reserves the right to change the access configuration of this Website at any time without prior notice.

### **Prohibited Use**

Any use or attempted use of this Website (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) interfere with any other party's use and enjoyment of the Website, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by the Company to be made accessible to a user, or (vi) attempt to obtain any materials or information through any means not intentionally made available by the Company, or (vii) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Website, you agree you will not:

- a) Upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- b) Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Company representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d) Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- f) Use the Website's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- g) Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- h) Violate any applicable local, state, national or international law;
- i) Upload or transmit any material that infringes any patent, trademark, Website mark, trade secret, copyright or other proprietary rights of any party;
- j) Delete or revise any material posted by any other person or entity;
- k) Manipulate or otherwise display the Website by using framing, mirroring or similar navigational technology or directly link to any portion of the Website other than the main homepage, www.remcosoutheast.com, in accordance with the Limited License and Site Access outlined above;
- I) Probe, scan, test the vulnerability of or breach the authentication measures of, this Website or any related networks or systems;
- (m) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Products and Websites if you are not expressly authorized by such party to do so;

- (n) Harvest or otherwise collect information about others, including e-mail addresses; or
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The Company reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the user's access and/or account. The Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy Statement, the Company reserves the right at all times to disclose any information as the Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

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## **Website Privacy Policy Statement**

Our Website Privacy Policy Statement located at <a href="http://www.remcosoutheast.com/privacypolicy.aspx">http://www.remcosoutheast.com/privacypolicy.aspx</a> describes the details of the Company's information practices and procedures for personal information we collect at this

Website. We strongly urge you to read our Website Privacy Policy Statement.

#### Disclaimer

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## **Electronic Communications**

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receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

### **Entire Agreement**

These Terms of Use, the Privacy Policy Statement, and other policies the Company may post on this Website constitute the entire agreement between the Company and you in connection with your use of this Website, the Content and Products and Service, and supersedes any prior agreements between the Company and you regarding use of this Website, including prior versions of these Terms of Use.

## Governing Law; Jurisdiction; Venue; Severability of Provisions

The Terms of Use are governed by the laws of the State of South Carolina, USA and controlling United States Federal Law without regard to any conflicts of law provisions. All parts of these Terms of Use apply to the maximum extent permitted by law. We both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

## Password Accounts, Passwords, and Security

If you have been given the option to open an account on this Website that will provide you with access to password protected portions of the Website and you elect to do so, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You must also maintain and promptly update the information you provide to keep it true, accurate, current and complete. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to (a) immediately notify the Company of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Company or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. If the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, the Company has the right to suspend your account.

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## Remedies

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# **Contacting Us**

If you have any questions or concerns about these terms of use, please contact us at hr@remcosoutheast.com; by telephone at 1-800-538-9550 or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

REMCO 995 Yeager Parkway Pelham, AL 35124

These terms of use were last updated and posted on March 1, 2017.