



Web Site Terms of Use

This Site is Copyright © 2020 Autec Power Systems and its affiliates. All rights reserved.

Welcome

These Autec Power Systems Web Site Terms of Use (“Terms”) govern all autec.com web pages (“Site”).

By accessing, visiting, or otherwise using the Site, you agree to be bound by the Terms of Use.

Your Use of Our Site:

When using our Site, you must always comply with Autec Power Systems’ Acceptable Use Policy. For the purposes of these Terms, “Services” means Site and “You” means you.

You must also comply with all applicable laws, including federal, state, and local laws, the laws of your jurisdiction, and laws regarding the transmission of technical data.

Autec Power Systems’ Privacy Statement describes how we will protect your privacy and handle your personal information when using our Site. By using the Site, you agree that Autec Power Systems can use such information in accordance with this policy.

Do not use the Site to advertise, promote, endorse, or market, directly or indirectly, any third party commercial products, services, solutions, or other technologies.

In order to access certain services or features of our Site, you may be required to create an account, profile, or download Autec Power Systems software. We may also offer access to certain services and features of the Site to you for a fee. In those situations, or when using other Autec Power Systems products and services as part of the Site, additional Autec Power Systems terms or requirements may apply and those additional terms become part of your agreement with us. In the event of any conflict between such additional terms and these Terms, the additional terms control.

If you violate these Terms, your access to the Site may be terminated immediately and without notice.

Your Account

If any portion of the Site requires you to open an account or create a user profile, the information you provide must be truthful and accurate. You agree not to use the account, username, or password of another user at any time or to disclose your password to any third party. You must notify Autec immediately of any unauthorized use of your account or of any breach in security.

Web Site Terms of Use – (cont'd)

We may, in our sole discretion, (i) reject or remove anything you post, (ii) restrict, suspend, or terminate your access to any or all of the Site, or (iii) cease to provide and maintain the Site, at any time, for any or no reason, with or without prior notice, and without liability. Upon doing so, we may retain or delete any information or content that you provided.

Our Site Content

Our Site contains content owned, operated, licensed, and/or controlled by Autec Power Systems that is protected by copyright, trademark, trade secret, or other proprietary rights (“Site Content”). Autec Power Systems or its licensors retain all rights in such Site Content. Autec Power Systems grants you a limited, revocable, non-sublicensable right to view the Site Content solely for your internal use of the Site. Additionally, certain Site Content may include, but is not limited to, icons, photographs, white papers, product documentation, technology overviews, and implementation guides. These materials may be used under limited circumstances in strict accordance with our Copyright Use Policies and Guidelines, including our Web Use Guidelines.

The trademarks, logos, and service marks (“Marks”) displayed on our Site are the property of Autec Power Systems or other third parties. Autec Power Systems is a registered trademark of Autec Power Systems and/or its affiliates. Autec Power Systems Marks may be used under limited circumstances in strict accordance with our Trademark Guidelines. Otherwise, you are not permitted to use these Marks without the prior written consent of Autec Power Systems or the third party that owns the Mark. To obtain a complete list of Autec Power Systems trademarks at contact us at inquiries@autec.com

Your Content

We do not claim any ownership rights in any text, files, images, photos, video, sounds, software, works of authorship, or other materials that you upload or otherwise provide to our Site (collectively, “User Content”). However, you grant to Autec Power Systems a worldwide, royalty-free, sublicensable, perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce, and distribute your User Content for the limited purpose of providing the Site and all related services. You also agree that any other user of this Site may access, view, store, and reproduce your User Content for such user’s personal use or otherwise in connection with use of the Site.

You cannot post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials without obtaining the prior written consent of the copyright owner of such materials. We may terminate an account and/or deny access to any user who is alleged to have infringed the copyright or proprietary rights of another.

All User Content is considered non-confidential and public. Please do not submit any confidential or private information.

Web Site Terms of Use – (cont'd)

Your Content – (cont'd)

If you provide us with any feedback or ideas, you authorize Autec Power Systems to use your feedback for any purpose, without any restriction or limitation.

If you believe that your copyright or other rights have been infringed, please provide us written notice with the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other interest.

A description of the copyrighted work or other work that you claim has been infringed.

A description of where the material that you claim is infringing is located on our sites, networks or other repositories.

Your address, telephone number, and email address.

A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If the disputed materials were posted by a third party identifiable through reasonable efforts, we will try to provide notice to the third party of the charge. If the third party responds, we will provide you with a copy so that you may take any other steps you may consider appropriate.

Disclaimers and Limitations of Liability

Except as specifically set forth above, nothing in these Terms confers, by implication, estoppel, or otherwise, any license or right under any trade secret, patent, trademark, copyright, or other intellectual property right of Autec Power Systems or any third party. All rights not expressly licensed are reserved.

Although we have attempted to provide accurate information on our Site, we assume no responsibility for the accuracy of the information.

We do not endorse or assume responsibility for user conduct or what users submit to our Site.

Nothing in these Terms requires us to monitor the Site or to modify or remove any materials or information.



Web Site Terms of Use – (cont'd)

Disclaimers and Limitations of Liability – (cont'd)

Our Site may contain links to third-party sites. We provide these links merely as a convenience and the inclusion of such links does not imply any endorsement of their content. Access to any other site linked to this Site is at your own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on such sites.

You are solely responsible for maintaining the confidentiality of your account, registration, and password information. Autec Power Systems will not be liable for any harm caused by, or related to, the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password.

We may change the programs or products mentioned at any time without notice. Mention of non-Autec Power Systems products or services is for informational purposes only and constitutes neither an endorsement nor a recommendation. Because international information is provided on our Site, not all products or programs mentioned will be available in your country. Please contact your local sales representative for information as to products and services available in your country.

The Site and all information on the Site are subject to applicable federal, state, and local laws, and U.S. export control laws, and may also be subject to the laws of the country where you reside. We reserve the right to investigate and take appropriate action against anyone who, in Autec Power Systems' sole discretion, is suspected of violating any applicable law, including, without limitation, reporting you to law enforcement authorities.

Some of the information on our Site may contain projections or other forward-looking statements regarding future events or the future financial performance of Autec Power Systems. Such statements are only predictions and actual events or results may differ materially.

THIS SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, AUTECH POWER SYSTEMS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR THAT ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

AUTECH POWER SYSTEMS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS SITE OR ANY RELATED SERVICES OR CONTENT, OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF AUTECH POWER SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AUTECH POWER SYSTEMS DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE OR ANY RELATED SERVICES OR CONTENT.

ALL USE OF THIS SITE IS AT YOUR OWN RISK.



Web Site Terms of Use – (cont'd)

About Our Terms

We reserve the right to change these Terms from time to time at our sole discretion. Please check this page periodically for any updates.

These Terms are governed by the laws of the State of California, U.S.A., excluding any conflict of laws rules or principles.

If there is any dispute relating to the Site or these Terms, you and Autec Power Systems agree to exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, State of California, U.S.A.

If any provision of these Terms is found to be invalid or unenforceable, that provision will be struck and the remaining provisions will remain in full effect.

If you or others violate these Terms and we take no immediate action, this in no way limits or waives our rights, such as our right to take action in the future or in similar situations.

These terms were last updated on 02/20/2020 and are effective immediately.

Thank you for visiting Autec Power Systems.