

# HESCO Website Terms of Use

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Automation Solutions

## 1. INTRODUCTION

Welcome to the public-facing website ("**Website**") for The Hartford Electric Supply Company, a Connecticut corporation (hereinafter "**HESCO**", "**Company**," "**We**," or "**Us**" and the related term "**Our**"). Please read these General Terms of Use carefully. These General Terms of Use set forth legally binding terms and conditions, and govern the Website as well as any features, functionality, applications, content, products and services made available by Us on or through the Website, including the password-protected customer portal portion of the Public Website. By accessing or using the Website, on behalf of yourself and your company, you accept and agree to be legally bound by these General Terms of Use.

*Privacy Policy; Additional Terms.* These General Terms of Use include the terms and conditions set forth in this document as well as Our Privacy Policy, located at <https://www.hesconet.com/privacy-policy>. Certain areas of the Website and product and service offerings may be subject to additional terms and conditions posted by Us on the Website or otherwise made available by Us to you. Your access to and use of the Website is conditioned upon your acceptance of such additional terms and conditions.

*Changes to these General Terms of Use.* We reserve the right to amend these General Terms of Use from time to time. Any amendments shall be effective when posted by Us on the Website or otherwise made available to you. Your access to and use of the Website after We have modified these General Terms of Use shall signify your acceptance of the amended terms. It remains your responsibility to review these General Terms of Use regularly to ensure that you are updated as to any changes.

*Contacting Us.* If you have questions about these General Terms of Use, any other questions or comments concerning the Website, please contact Us at [marketing@hesconet.com](mailto:marketing@hesconet.com).

## 2. WEBSITE USE

*Eligibility, Representations.* By accessing and using the Website, you represent and warrant that: (a) you have read and understand, and agree to comply with and be bound by these General Terms of Use; (b) any registration information that you submit to Us is, and will be updated to remain, truthful, complete and accurate; and (c) your access to and use of the Website does not and shall not violate any applicable laws of your local jurisdiction.

*Online Sales.* Active customers of Company may be provided with access to certain features and functionality of Our website for online purchases ("**E-Commerce Site**") and the password-protected customer portal portion of the E-Commerce Site ("**Online Sales Portal**"), enabling Our customers to purchase Our products and services online, or other features and functions. Each customer login account

may be used only by an authorized employee designated by you through your authorized administrator, and may not be shared with any other individuals or entities. You are solely responsible for selecting, changing and maintaining the privacy of your username and password, and for all activity that occurs under your account. You agree to notify Company immediately if you suspect any unauthorized use of your account or access to your username or password, or if any director, officer or employee of yours is no longer associated with you and your username or password requires changing. We will not be liable or responsible for any failure by you to so notify Us or for any damages you may suffer as a result thereof or any other unauthorized use of the Website under your account. All online purchases of products by Our customers using the E-Commerce Site and/or the Online Sales Portal are, in addition to the provisions of these General Terms of Use, subject to the Online Sales Terms of Use set forth on the E-Commerce Site. In the event any provisions of these General Terms of Use conflict with any provisions of the Online Sales Terms of Use, the provisions of the Online Sales Terms of Use shall control [www.hesconet.com](http://www.hesconet.com).

*Permitted and Prohibited Activities.* You may use the public areas of the Website to learn more about Our company, and Our product and service offerings. If authorized by Company, you may access the customer portal through your issued username and account to obtain additional customer-only functionality, information and services. You shall not:

- attempt to gain unauthorized access to the customer portal, any other person's account or Company customer's pages under the customer portal, or any other private areas of the Website;
- use the Website for advertising, promotional or other commercial purposes, except in those forums (if any) where such activities are expressly permitted;
- transmit junk mail, chain letters, pyramid schemes, spam, surveys, or other unsolicited mass mailings or communications;
- post the same content repeatedly (referred as "spamming");
- use the Website for any purpose which is in violation of local, state, national, or international law;
- upload files that contain viruses, corrupted files, or any other similar software that may damage the operation of another's computer;
- use automated means, including but not limited to scripts, spiders, robots, crawlers, or data mining tools, to post content to or download content from the Website;
- engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Website;
- impersonate a representative of Company or another Website user;

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others,, or contact any user that has not specifically asked to be contacted;
- engage in or promote any activity, or post or transmit any content, that is illegal, threatening, abusive, offensive, obscene, harassing, defamatory, deceptive, false, misleading, inaccurate, unsafe, invasive of another's privacy, or endangering of minors in any way;
- promote discrimination based on race, ethnicity, religion, gender, sexual orientation, disability, age or marital status, or hatred or physical harm of any kind against any group or individual; or
- upload files that contain software or other material that violates the intellectual property rights ( or rights of privacy or publicity) of any third party, or otherwise infringe, misappropriate, or violate the copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, rights of privacy or publicity, or other rights of any third party, or violate any contractual, fiduciary or other legal duty or obligation.

*User Disputes.* We encourage you to report any abuse of the Website or violation of these General Terms of Use by other users. Notwithstanding the foregoing, you are solely responsible for your interactions with other users on the Website. We reserve the right, but shall have no obligation, to monitor activities and communications on the Website, and to take action where We deem it to be appropriate, in Our sole discretion.

*Termination.* We reserve the right to terminate your use of the Website or access to the customer portal at any time and for any reason, and/or to take other action, with or without prior notice to you, if you violate any provision of these General Terms of Use or use the Website in a manner for which it is not intended to be used.

*Indemnification.* You agree to indemnify, defend and hold Company, its directors, officers, employees, agents, affiliates and suppliers harmless from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, awards, settlements, costs and expenses (including reasonable attorneys' fees and legal costs) arising out of or resulting in whole or in part from your violation of these General Terms of Use, the Online Sales Terms of Use, your misuse of the Website or the Online Sales Portal, or your actual or alleged violation of any applicable law or the rights of another person or entity.

### **3. CONTENT GUIDELINES**

*Content Posted by Users.* Certain areas of the Website permit users to submit or "post" questions, feedback and other information (referred to collectively as "content"). All content submitted by you

must be appropriate for viewing by a general audience, consistent with the general quality standards of the Website, and otherwise in compliance with these General Terms of Use. We reserve the right, but shall not have the obligation, to relocate and/or remove content that violates these General Terms of Use. Notwithstanding the foregoing, you are solely responsible for all content that you submit.

*We are Not Responsible for User Content.* We have no control over and assume no responsibility for the content posted by users of the Website. It is possible that other users may post offensive or inappropriate content, and that you may view or be involuntarily exposed to such offensive or inappropriate content. We do not approve of such conduct. However, We are not responsible for the content or conduct of other users of the Website, and shall have no liability for any actions or inaction taken in connection therewith. Content is not reviewed by Us prior to posting and does not reflect the opinions of Company. We make no representations or warranties, express or implied, as to the content submitted by users, and shall have no obligation to modify or remove inaccurate or inappropriate content.

#### **4. LINKS TO THIRD PARTY SITES**

The Website may contain links to Internet or mobile sites not owned or operated by us, including to sites featuring companies, products, services or news that may be of interest or to pages that We maintain on YouTube, Facebook, Twitter or other social media sites. Links are provided for user convenience only and do not constitute any sort of affiliation, sponsorship, endorsement, or approval. When you access a third party Internet or mobile site, you do so at your own risk. We have not verified, investigated, monitored, or checked the information provided on any third party websites, or the completeness or accuracy of the same. We assume no responsibility or liability for any information, products or services available on or through any third party Internet or mobile site, or for any actions taken by you or others in connection therewith.

#### **5. PROPRIETARY RIGHTS**

Company and its suppliers reserve all right, title and interest in and to the Website, including but not limited to all products, services, materials, information, and compilations of information available on or through the Website, as well as any and all domains and sub-domains, the design, layout, graphics, programming code and "look and feel" of the Website, the copyrights, trademarks, service marks, and trade dress appurtenant thereto, all goodwill arising therefrom, and all other intellectual property and proprietary rights of any nature throughout the world embodied therein. You may not modify, reproduce, distribute, sell, or create derivative works based upon the Website, or post any content from the Website to newsgroups, blogs, mailing lists or social networking sites, without Our prior written consent.

From time to time, you may provide Us with suggestions, comments, ideas or other feedback for the Website or the products, services or information featured on the Website ("Feedback"). You

acknowledge and agree, on behalf of yourself and your company, that you relinquish all rights in such Feedback, and that Company, its successors and assigns shall be free to use, disclose and otherwise commercialize and exploit such Feedback free of any and all claims by or monetary obligations to you or proprietary, confidentiality or other restrictions of any kind, including without limitation for purposes of developing improvements to Company's Website, products and services. Use of the Website does not grant any right of use to intellectual property rights such as trademarks and patents. Such use, including without limitation commercial use, is explicitly prohibited and constitutes a breach of the prevailing statutes. You do not acquire ownership rights to any content, document or other materials viewed through the website.

## **5. COPYRIGHT POLICY**

Company respects the copyrights of third parties. You may not use the Website to post, modify, distribute, or reproduce any copyrighted works without authorization or to otherwise infringe the copyrights of a third party. It is Our policy to terminate the accounts of users who repeatedly infringe the copyrights of others upon receipt of proper notification by the copyright owner or its legal agent. If you believe that your copyrighted work has been posted or used on the Website in a manner that constitutes copyright infringement, please provide Our Copyright Agent with written notice containing the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed; (ii) identification of the copyrighted work (or in the case of multiple works, a representative list of such works) claimed to have been infringed; (iii) identification of the material that is claimed to be infringing, and the location of that material; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the copyright interest that allegedly is infringed. Our Copyright Agent for notice of claims of copyright infringement may be reached by mail at: Copyright Agent, HESCO, 30 Inwood Road, Suite One; Rocky Hill, CT, 06067, by phone at: 860-836-6363; or by email at: [marketing@hesconet.com](mailto:marketing@hesconet.com)

## **6. DISCLAIMERS**

THE WEBSITE, E-COMMERCE SITE AND THE ONLINE SALES PORTAL ARE PROVIDED ON AN "AS IS AND "AS AVAILABLE" BASIS, AND ALL USE OF THE WEBSITE, E-COMMERCE SITE AND ONLINE SALES PORTAL IS "AT YOUR OWN RISK." COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, E-COMMERCE SITE, THE ONLINE SALES PORTAL OR THE PRODUCTS, SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE, E-COMMERCE SITE OR ONLINE SALES PORTAL, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE WEBSITE, E-COMMERCE SITE OR ONLINE SALES PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT

ANY PRODUCTS, SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE, E-COMMERCE SITE OR ONLINE SALES PORTAL WILL BE TRUE, ACCURATE, COMPLETE, UP-TO-DATE, OR FREE FROM VIRUSES, MALICIOUS CODE, TYPOGRAPHICAL ERRORS OR ALTERATION BY THIRD PARTIES.

ALL CUSTOMER PURCHASES THROUGH THE E-COMMERCE SITE OR ONLINE SALES PORTAL ARE SUBJECT TO THE HESCO TERMS OF USE AND THE HESCO ONLINE SALES TERMS AND CONDITIONS IN EXISTENCE AT THE TIME OF THE SALE WHICH TERMS ARE ACCESSIBLE THROUGH THE E-COMMERCE SITE AND ONLINE SALES PORTAL AND AT <HTTPS://WWW.HESCONET.COM/TERMS-AND-CONDITIONS/>.

## **7. LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST PROFITS, DAMAGE TO OR LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF OR RELATED TO THESE GENERAL TERMS OF USE, THE WEBSITE OR USE THEREOF, THE ONLINE SALES TERMS OF USE, THE E-COMMERCE SITE OR USE THEREOF, THE ONLINE SALES PORTAL OR USE THEREOF, THE PRODUCTS, SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE, E-COMMERCE SITE OR THE ONLINE SALES PORTAL, ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE THEREON, OR ANY FORCE MAJEURE EVENT, ACTS OF OMISSIONS OR OTHER USERS OR THIRD PARTIES, OR OTHER OCCURRENCE OUTSIDE OF OUR REASONABLE CONTROL. THE TOTAL CUMULATIVE LIABILITY OF COMPANY AND ITS SUPPLIERS ARISING OUT OF OR RELATED TO THESE GENERAL TERMS OF USE, THE WEBSITE, THE E-COMMERCE SITE, THE ONLINE SALES PORTAL AND THE PRODUCTS, SERVICES AND INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE, E-COMMERCE SITE AND THE ONLINE SALES PORTAL SHALL NOT EXCEED THE FEES (IF ANY) PAID BY YOU TO COMPANY FOR ACCESS TO THE WEBSITE IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM OR TEN DOLLARS (\$10), WHICHEVER IS GREATER. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXISTENCE OF MORE THAN ONE CLAIM OR SUIT WILL NOT EXPAND THIS LIMITATION. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THESE GENERAL TERMS OF USE AND THE ONLINE SALES TERMS OF USE, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. CERTAIN STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR TYPES OF DAMAGES, AND SO SUCH DISCLAIMERS MAY NOT APPLY TO YOU.

## **8. MISCELLANEOUS**

*Governing Law.* The Website is hosted and operated in the United States of America. These General Terms of Use and the relationship between you and Us relating to your access to and use of the Website, E-Commerce Site and the Online Sales Portal shall be governed by and interpreted for all purposes in accordance with the laws of the State of Connecticut, USA, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction.

*Jurisdiction and Venue.* The Website (excluding any linked websites) is controlled by HESCO from its offices within the State of Connecticut, United States of America. This site can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Connecticut, by accessing this site, you agree that the statutes and laws of the State of Connecticut, without regard to conflicts of laws principles thereof, will apply to all matters relating to the use of this site. You also agree that any dispute, action or proceeding arising out of or related to these General Terms of Use, the Online Sales Terms of Use, your access to or use of the Website, E-Commerce Site or the Online Sales Portal, or the products, services, or information made available to you through the Website, E-Commerce Site and the Online Sales Portal shall be commenced in the Superior Court of Hartford, Connecticut or, if proper and exclusive subject matter jurisdiction exists, the U.S. District Court of Connecticut. You hereby consent to the exclusive personal jurisdiction and venue of such courts and waive any objections thereto, including without limitation any objection based on forum non conveniens; provided, however, the foregoing shall not prevent Us from seeking temporary or permanent injunctive or other equitable relief against you or compelling your indemnification obligations in any court of competent jurisdiction.

*Assignments.* You may not assign these General Terms of Use or the Online Sales Terms of Use or assign or delegate any right or duty under these General Terms of Use or the Online Sales Terms of Use, in whole or in part, without Our prior written consent. Any attempted assignment or delegation shall be null and void from the beginning and without effect. We may assign these General Terms of Use or the Online Sales Terms of Use or any right or duty under these General Terms of Use and/or the Online Sales Terms of Use, with or without notice to you, including to any affiliate or successor in interest of yours. Subject to the foregoing, these General Terms of Use and the Online Sales Terms of Use shall be binding on and inure to the benefit of you and us, and each of your and Our respective heirs, administrators, successors and permitted assigns.

*Third Party Beneficiaries.* Nothing contained in these General Terms of Use, express or implied, is intended or shall be construed to give any third party any rights or remedies under or by reason of these General Terms of Use. Notwithstanding the foregoing, the disclaimers and limitations on liability under these General Terms of Use shall extend to Company, its directors, officers, employees, agents, affiliates, and suppliers. All references to Company in connection therewith shall be deemed to include such persons and entities as third party beneficiaries entitled to accept all benefits afforded thereby.

*Amendment; Waiver.* Any amendment by you or waiver by Us of these General Terms of Use must be in writing and signed by a duly authorized representative of Company. No provision shall be waived by any act, omission or knowledge of a party. Any waiver on one occasion shall not constitute a waiver of any other or subsequent duty or breach.

*Severability.* If any provision of these General Terms of Use is determined to be invalid or unenforceable under applicable law, the provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from these General Terms of Use if such amendment is not possible, and the remaining provisions of these General Terms of Use shall continue in full force and effect.

*Construction.* The captions in these General Terms of Use are for reference purposes only and shall not affect the meaning or interpretation of these General Terms of Use. The term “including” as used herein means “including without limitation.” The terms “hereunder,” “herein,” “hereof” and similar variations mean these General Terms of Use as a whole, and not any particular section.

*Entire Agreement.* These General Terms of Use, including the Privacy Policy and additional terms referenced herein, the Online Sales Terms of Use, and the HESCO Terms and Conditions of Sale set forth the entire agreement of the parties with regard to the subject matter hereof, and supersede all prior and contemporaneous negotiations and agreements, written or oral.

**If you have questions about the Website or these General Terms of Use, or have any other questions or comments concerning the Online Sales Portal or Online Sales Terms of Use, please contact Us by email at [marketing@hesconet.com](mailto:marketing@hesconet.com) or by mail at HESCO, 30 Inwood Road, Suite One; Rocky Hill, CT, 06067.**