

# LEGAL NOTICE

This Statement was updated and become effective on June 4, 2019.

## Registered owner

This website is owned and maintained by Pollock Industries, Inc. (PII), address: PO Box 1003, White River, VT 05001.

## Conditions of use

This page (together with the documents referred to on it) tells you the conditions of use (Conditions of use) on which you may make use of our website [www.electracool.com](http://www.electracool.com) (referred to in these Conditions of use as the Website). Please read these Conditions of use carefully before you start to use the Website. By using the Website, you indicate that you accept these Conditions of use and that you agree to abide by them. If you do not agree to these Conditions of use, please refrain from using the Website.

## Accessing the Website

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts or all of the Website.

If you choose, or you are provided with, a user identification code, 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 third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Conditions of use.

When using the Website, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Conditions of use, and that they comply with them.

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## **Reliance on information posted**

All material posted on the Website is intended for information purposes only and does not represent legal advice on which reliance should be placed. Users are hereby placed under notice that they should take appropriate steps to verify such information. No user should act or refrain from acting on the information contained in the Website without first verifying the information and as necessary obtaining legal and/or professional advice.

## **Our liability**

Pollock Industries, Inc. (PII) makes no representations or warranties whatsoever as to the accuracy of the information contained on the Website. To the extent permitted by law, (PII) expressly excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

(PII) expressly disclaims all liability and responsibility for any direct, indirect or consequential loss or damage incurred by any user arising from any reliance placed on materials posted on the Website by any visitor to the Website and by anyone who may be informed of any of their contents, or from the use or inability to use the Website, whether directly or indirectly, resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and (PII) had been advised of the possibility of the same. Direct, indirect or consequential loss and damage shall include but not be limited to loss of profits or contracts, loss of income or revenue, loss of business, loss of goodwill, and wasted expenditure or management time.

Nothing in these Conditions of use shall exclude (PII's) liability for death or personal injury resulting from its negligence, nor its liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **Changes to the Website**

We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely.

## **Viruses, hacking and other offences**

The user agrees that material downloaded or otherwise accessed through the use of the Website is obtained entirely at the user's own risk and that the user will be entirely

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responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and (PII) had been advised of the possibility of the same.

You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching the provision in paragraph 13, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on them, or on any website linked to them.

## Linking to the Website

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

The Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on the Website other than that set out above, please address your request to [sales@electracool.com](mailto:sales@electracool.com).

## Third party websites

(PII) does not accept any liability or responsibility for any third party websites that can be accessed through the Website or for any loss or damage that may arise from your use of

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them. (PII) does not endorse or approve the contents of any such site and these links are provided for your information only.

## Uploading material to the Website

Whenever you make use of a feature that allows you to upload material to the Website, or to make contact with other users of the Website, you must comply with the content standards set out in our acceptable use policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

We have the right to remove any material or posting you make on the Website if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

## General

We process information about you in accordance with our [Privacy Policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

If any provision of these Conditions of use or the Notice of copyright (see below) is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions which shall remain in full force and effect.

(PII's) omission to exercise any right under these conditions of use or the notice of copyright shall not constitute a waiver of any such right unless expressly accepted by (PII) in writing.

These Conditions of use and the Notice of copyright and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of Vermont. The user and (PII) agree to submit any dispute (including

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any non-contractual dispute) arising out of or in connection with the use of the Website to the exclusive jurisdiction of the courts of the state of Vermont.

We may revise these Conditions of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Conditions of use may also be superseded by provisions or notices published elsewhere on the Website.

## Notice of intellectual property rights

Except where expressly stated to the contrary, all intellectual property rights in the text, graphics, information, motifs, logos, designs and databases contained in this site including the domain names, organization and layout of the site and the software used in relation to the site are owned by (PII) or its licensors.

(PII) owns a portfolio of registered and unregistered trade marks including but not limited to ElectraCOOL™, TCP50™, TCP100™, TAC 60™, TACE™, Firefly 6™ and others. You may not use any trade marks, service marks and/or other trade names belonging to (PII) from time to time, without the (PII's) prior written consent (including without limitation (PII) trade name & mark ElectraCOOL™, all page headers, custom graphics and button icons on the site) including to imply endorsement by (PII) of your website and/or goods and/or services or otherwise without our prior written consent.

All other trade marks referred to on the site are the trade marks of their respective owners and you will require their specific authorization should you wish to use any of the trade marks.

You may print or download to a computer extracts amounting to no more than six pages of this site:

- for personal use
- for reference purposes
- for use by educators and academicians for the purposes of informing and instruction

provided in all cases that:

- the (PII) website is the acknowledged source including the reference <https://www.electracool.com> and the (PII) copyright notice featured at the bottom of the site (Copyright © 2019 Pollock Industries, Inc., All rights reserved');
- you do not modify the paper or digital copies of any materials you have printed off or downloaded in any way; and

Pollock Industries, Inc., PO Box 1003, White River, VT 05001  
toll-free 1-866-665-5434 (603) 888-2467 support@electracool.com

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- you do not use any graphics, illustrations or photographs, separately from any accompanying text.

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You may not reproduce or store any part of this site in any other web site, document management system or electronic retrieval system (via screen-scraping or otherwise) without (PII's) prior written permission.

You must not use any part of the materials on this site for commercial purposes (other than for reference purposes or otherwise as expressly permitted herein) without obtaining written permission, or a license to do so, from the (PII) or its licensors. In particular you must not:

- use this site as a source of material or contact data for any kind of marketing activity; or
- use any information on this site to create, update, amend or verify your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists to provide any kind of commercial information service.

If you print off, copy or download any part of this site in breach of these terms of use, your right to use this site will cease immediately and you must, at (PII's) option, return or destroy any copies of the materials you have made.

(PII) will vigorously pursue any violation of its intellectual property rights that seeks to exploit its material for commercial gain or to misrepresent its stance.

Any rights not expressly granted in this notice are reserved.

## Acceptable use policy

This acceptable use policy sets out the terms between you and (PII) under which you may access the website: [www.electracool.com](http://www.electracool.com) (referred to in this acceptable use policy as the Website). This acceptable use policy applies to all users of, and visitors to, the Website.

Your use of the Website means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our [Privacy Policy](#) and our [Terms and Conditions of Sale](#).

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## Prohibited uses

You may use the Website only for lawful purposes. You may not use the Website:

- in any way that breaches any applicable local, national or international law or regulation
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- for the purpose of harming or attempting to harm minors in any way
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.  
to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of our Conditions of use, or
- not to access without authority, interfere with, damage or disrupt any part of the Website, any equipment or network on which the Website is stored any software used in the provision of the Website, or any equipment or network or software owned or used by any third party.

## Interactive services

We may from time to time provide interactive services on the Website, including, without limitation:

- store/shopping carts or any other forms of user-generated content.
- comment spaces and forums
- public profiles

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered. Information about data gathered during any interactions is covered by our [Privacy Policy](#).

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We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on the Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting (PII), should a concern or difficulty arise.

## Content standards

These content standards apply to any and all material which you contribute to the Website (contributions), and to any interactive services associated with them. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts)
- be genuinely held (where they state opinions)
- comply with applicable law in the US and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person
- contain any material which is obscene, offensive, hateful or inflammatory
- promote sexually explicit material
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- infringe any copyright, database right or trade mark of any other person
- be likely to deceive any person
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- promote any illegal activity
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- be likely to harass, upset, embarrass, alarm or annoy any other person

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- be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- give the impression that they emanate from us, if this is not the case, or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### **Suspension and termination**

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of the Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Conditions of use upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website
- immediate, temporary or permanent removal of any posting or material uploaded by you to the Website and/or issue of a warning to you
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- further legal action against you, or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### **Changes to the acceptable use policy**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the Website.