

WEBSITE TERMS OF USE

Last Update: June, 2018.

These Terms of Use (also called the “Agreement”) is a legal agreement between you and Winland Electronics, Inc. (“Winland” including all current and future related entities and affiliates) and governs your use of the website with a homepage at www.winland.com and related sub-domains, including all pages and content in the website(s) (collectively, the “Website”). Please read the terms of this Agreement carefully before using this Website. Your use of this Website, and/or clicking on an “I Agree” or similar button, constitutes an agreement to be bound by all terms contained herein on behalf of yourself, any other person or entity on whose behalf you are accessing this Website, and any others who may have rights through you (collectively, “you” or similar terms). If you disagree with one or more of the terms of this Agreement or find them unacceptable in any way, do not enter or use this Website. Any rights not expressly granted herein are reserved to Winland and/or applicable third parties. If you are a Winland customer, these Terms of Use are in addition to and not in lieu of any End User License Agreement (EULA) or other agreement between you and Winland; in the event of any conflict, the terms of the EULA will control.

Winland reserves the right, in its sole and absolute discretion, to change, modify, and update this Agreement at any time and by your continued use of the Website you agree to be bound by those changes, modifications, and updates. You should therefore review this Agreement periodically to familiarize yourself with any changes, modifications, and updates. If you violate any of the terms of this Agreement, your authorization to use this Website and all licenses granted herein terminate automatically.

Any person who provides their personal information, including but not limited to an email address and/or any social media account information, through this Website represents that he or she is at least 18 years of age. Some of the content on this Website may not be appropriate for children. Children under the age of 13 are not permitted to use this Website. We strongly recommend that children between the ages of 13 and 17 ask for their parent’s or guardian’s permission before viewing our Website. Winland hereby disclaims all liability for use by individuals under the age of 18.

If any of the provisions of this Agreement are held unenforceable by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect. This Agreement constitutes the entire Agreement between you and Winland applicable to its subject matter. It may not be modified except as described elsewhere in this Agreement. The terms of this Agreement supersede anything on the Website which is inconsistent or in conflict with the terms of this Agreement.

Disclaimer

All access to this Website is voluntary and at the sole risk of the user. Although Winland has made efforts to ensure the accuracy of information on this Website, Winland does not warrant the accuracy of any materials on this Website or on any other websites linked to or from it. Winland does not endorse any products or services appearing on this Website or other websites linked to or from it. Mere inclusion of a product, service or link on this Website does not constitute an endorsement by Winland. Although Winland is proud of its clients, Winland is not responsible for any product or services offered by its clients.

All materials on this Website are provided on an “as is” and as-available basis without warranty of any kind, express or implied, including, without limitation, warranties of title or non-infringement or the implied warranties of merchantability or fitness for a particular purpose. Winland is not responsible for any loss or damage resulting from reliance on the information or other content posted on this Website or from sites linked to or from it. Winland does not warrant that the use of this Website will be uninterrupted and does not guarantee that this Website is free from viruses or other contaminants that may damage your computer or its data. Winland also reserves the right, at any time, for any reason, at its sole discretion, without notice to: (1) change, add or remove portions of the terms and conditions of this Agreement; (2) change or discontinue the Website in whole or in part, including eliminating or discontinuing any content on or feature of the Website; (3) terminate or restrict any user or your access to any online community or account, including any access to links through this Website.

This Website may, now or in the future, permit “chat” or other communications with other individuals/fans and Winland is not responsible or liable for any statements by or any acts or omissions of such individuals, and any reliance on such postings or other interactions with such persons is at your own risk. Winland is not under any obligation to review, moderate, or fact-check chat or similar communications, and such communications may contain information or advice that is false or harmful. If you submit any comment or other information to such “chat” area that may be offered, you agree that such submission is public and non-private, and you grant Winland a royalty free, world-wide, perpetual, irrevocable, sub-licenseable, transferable, license to use, modify, create derivative works, distribute, copy, and otherwise make use of such submission.

Indemnification and Limitation of Liability

BY VISITING THIS WEBSITE, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS WINLAND, AND ANY AFFILIATED WINLAND ENTITY AND THEIR VENDORS, AND ALL OF THE RELATED OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

(COLLECTIVELY "WINLAND PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS AND SETTLEMENT, INCLUDING, WITHOUT LIMITATION, FROM ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED WINLAND OF THE POSSIBILITY OF SUCH CLAIM. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND ANY OF ITS SERVICES IS TO STOP USING THE WEBSITE OR ITS SERVICES. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF WINLAND PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEBSITE OR THE MATERIALS ON THIS WEBSITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this Website, you agree to inform Winland in writing and to give Winland thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

Users shall not view, use, download, export or copy any content of this Website except in full compliance with all U.S. and other applicable laws and regulations, and the terms of this Agreement as stated herein.

Copyright Notice

This Website is owned and operated by Winland, with the assistance of certain third party vendors. All rights regarding the Website and materials contained on the Website are either owned by Winland, are licensed to it, are used with permission, are in the public domain or are used as a fair use under copyright law. Winland and its licensors retain and reserve all proprietary rights to the proprietary contents of this Website. Please contact us if you would like to know which elements of the Website belong to Winland.

Trademark Notice

Certain names and logos, and all related product and service names, design marks and slogans are the trademarks or service marks of Winland and/or other third parties and are used as a fair use or a non-trademark use. All rights are reserved.

Restrictions on Use Government Users

If you are employed by or are an agent of a U.S. Government agency or are acting on behalf of a Government agency, you agree and acknowledge on behalf of yourself and the Government agency that Winland property, as detailed above, is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to Winland property are limited to those rights applicable to its users, and are binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

Jurisdiction and Venue

Information provided on this Website is not targeted to users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction. This Website is a service provided by Winland and does not constitute any contract with any jurisdiction outside the State of Minnesota. Use of this Website is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the Website illegal. Users in such jurisdictions visit and use this Website entirely at their own risk. Note: the essential parts of this Agreement include, without limitation, the exclusive venue and exclusive remedy provisions, warranty disclaimers, and limitation of liability.

This Agreement is entered into and performed in the State of Minnesota, United States of America. It is governed by and shall be construed under the laws of the State of Minnesota, exclusive of any choice of law or conflict of law provisions. In any claim or action directly or indirectly arising under this Agreement or related to the Website, each party irrevocably submits to the exclusive personal jurisdiction of the federal and state courts located in the state of Minnesota. Each party waives any jurisdictional, venue or inconvenient forum objections to these courts. This Website is intended for a United States audience. If you live outside of the United States, you may see information not approved and/or available in your country. If you are a resident of the European Union, if you believe you are

entitled to additional rights under the DMCA relating to information about you please contact us and we will consider your request after consulting with legal counsel.

Limitation on Claims

You agree that in the event you have or may have any alleged claim against Winland, you shall pursue such claim only in your individual capacity, and you shall not agree to join or be a part of any class action, consolidated action, or similar action. You also agree that your damages are limited as set forth elsewhere in these Terms of Use and that you are not eligible to receive, and shall not seek, attorney fees in relation to any claim you have or may have against Winland. You agree that any claim you may have against Winland must be brought within twelve (12) months of the date on which the claim arises, or else such claim is waived and forfeit.

Miscellaneous

If any provision of these Terms of Use is held to be overbroad, invalid, or unenforceable, such provision shall be deemed amended to the minimum extent necessary to render such provision valid and enforceable. If any provision cannot reasonably be deemed amended, then such provision shall be struck and the remaining provisions shall be enforced.

Security

We understand that you may provide to Winland, through this Website, some information about yourself that you consider confidential. Please read our Privacy Policy for more information about information security.

While we take reasonable measures to protect the confidentiality of your information, we cannot give absolute assurance that all information will remain secure. Under certain circumstances, it is possible that third parties may be able to intrude on the server and view your information. By submitting information to Winland, you agree that you are aware of these risks. If you do not wish to submit your information electronically, do not do so; however, in such case you may not be able to make use of the full functionality of this Website. You agree that Winland is not responsible or liable for any consequence of illegal acts by third parties, including but not limited to hacking or similar crimes.

Communicating with You

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

Cookies

Some features of this Website use cookies or similar tracking technology in order to offer more personalized service. Cookies are a part of your browser that store small amounts of data on your computer about your visit to a website. Although you are welcome to disable or block cookies if your computer permits you to do so, you may experience difficulties using certain portions of this Website, and Winland is not responsible for such difficulties.

Privacy

You agree that Winland may use information as described in our [Privacy Policy](#). Without limiting the foregoing, you agree that Winland or its agents may contact you through any contact information you may supply to Winland, including but not limited to land-mail, email, telephone, mobile phone, text, fax, social media tool, or messaging service.

Links to Websites

Winland may provide internet links through this Website to other websites that provide information or services which may be of interest to you. Winland provides these links for your convenience only. Winland is not responsible or liable for the content of these websites or the programs, agencies, or businesses they describe, or for your dealings with such third parties. Winland does not guarantee that the websites will meet your particular purposes. Winland is not responsible or liable for the content or privacy practices of non-Winland websites to which its Website may link. Please review the privacy policy of such sites before using them.

General

You may not assign any rights or obligations under this Agreement without Winland's prior written consent. Winland may assign all or part of this Agreement.

You agree that any use of this Website that is not explicitly authorized is a breach of contract, unauthorized access of a protected computer, and violation of Winland's intellectual property rights including copyright rights, in addition to any and all other claims Winland may have against you.

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to indemnity and limitation of liability clauses, shall survive. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Contact Information

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