## R O D O L P H

## **TERMS OF USE**

The following Terms of Use refer and apply to the website <u>www.rodolph.com</u>, (SITE) in whole and in part, owned by RODOLPH, Incorporated, whose domicile is California, headquarters at 999 West Spain Street, Sonoma, CA 95476. Our general contact is <u>orders@rodolph.com</u> and 707-935-0316.

1. These Terms of use are conditions for your limited, revocable, nonexclusive right to access the SITE for your own personal use. By using the SITE or its content in any way, you are agreeing to comply with our conditions. We reserve the right to change, modify or otherwise alter these conditions at any time. Any modifications or updates shall become effective as soon as posted on <a href="http://Rodolph.com/terms-of-use/">http://Rodolph.com/terms-of-use/</a>. You have a duty to review this Terms of Use Agreement regularly, to keep updated as to any changes or additions. Should you object to any condition, at any time, or become dissatisfied with the services or content of our SITE, your only remedy is to discontinue using the site immediately.

2. Your right to access and use the SITE, content, and services shall be limited to noncommercial uses, unless you are otherwise expressly authorized by RODOLPH. You agree to use the SITE for lawful purposes only, comply with any and all terms of sale or other transactions, <u>http://Rodolph.com/terms-of-sale/</u>, and to follow all applicable State and Federal laws, statutes, rules, regulations, including the prohibition of violation of the privacy rights of other SITE users <u>http://Rodolph.com/privacy-policy</u>.

3. The RODOLPH, INC. PROPRIETARY RIGHTS to the SITE are protected by COPYRIGHT LAWS. You understand and agree that you shall not reproduce, modify, create derivative works from or redistribute from the site or its collective work. An express condition of your right to access and use SITE is that you are prohibited from copying or reproducing any part of the SITE to any other server or location for any further reproduction or dissemination without the written consent of RODOLPH, Inc. You further agree that you will abide by any and all COPYRIGHT NOTICES displayed on the SITE or its content. You will not decompile or disassemble, reverse engineer or in any manner attempt to discover any source code contained by the SITE. RODOLPH, INC., along with other names, logos, and items appearing on the SITE are TRADEMARKS, trade names, service marks of logos of Rodolph, Inc. or other entities. You understand and agree that you are not authorized to use any of these for any purposes.

4. WARRANTIES DISCLAIMER: The SITE observes security measures to protect the loss, misuse, and alteration of the information under our control. We employ a multi-layer firewall based security system of all user information. However, as with any website, you agree that the use of the SITE, the content, and the services provided is entirely AT YOUR OWN RISK. The SITE is provided on an "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED

1 OF 3

WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW IN YOUR JURISDICTION. RODOLPH, INC. DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF RODOLPH.COM AND THE CONTENT AND SERVICES. RODOLPH, INC. DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON RODOLPH.COM, OR ACCESSED THROUGH ANY LINKS ON RODOLPH.COM, INCLUDING WITHOUT LIMITATION, WARRANTY OF TITLE TO OR DELIVERY OF ANY GOOD OR SERVICE, ANY WARRANTY WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS IN ANY GOOD OR SERVICE, ANY WARRANTY THAT ANY GOOD OR SERVICE CONFORMS TO ITS DESCRIPTION OR THE COLORS, TEXTURE AND DETAIL SHOWN ON THE USER'S COMPUTER MONITOR. RODOLPH, INC. DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH RODOLPH.COM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RODOLPH, INC., RODOLPH.COM OR VIA ITS CONTENT OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE WITHIN THIS PARAGRAPH. ALL ABOVE DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN YOUR JURISDICTION.

5. LIMITATION OF LIABILITY: UNDER ANY AND ALL CIRCUMSTANCES, RODOLPH, INC. LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, SHALL NOT BE CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY RESULT FROM ANY ASPECT OF YOUR USE OF RODOLPH.COM, ITS CONTENT OR SERVICES, REGARDLESS IF ARISING FROM USE OR MISUSE OF RODOLPH.COM, FROM INABILITY TO USE THE SITE, CONTENT OR SERVICES, OR THE INTERRUPTION SUSPENSION, MODIFICATION, ALTERATION OR TERMINATION OF RODOLPH.COM. THE SAME LIMITATION SHALL APPLY WITH REGARD TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR RECEIVED THROUGH ADVERTISED IN PRODUCTS OR CONNECTION WITH RODOLPH.COM, ITS CONTENT OR SERVICES, OR ANY LINKS ON RODOLPH.COM, OR ANY INFORMATION OR ADVICE RECEIVED THROUGH SAME. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW IN YOUR JURISDICTION.

6. The SITE may contain links to other internet sites operated by third parties and third party vendors. These links are provided strictly as a convenience. RODOLPH, Inc. does not necessarily endorse these third parties, nor are we responsible for the content of any linked site. As is standard for any website, you access linked sites at your own risk. Your interactions and transactions with such third parties, including any terms, conditions, warrantees, or representations, are solely between you and those third parties. You may provide a hypertext link to the SITE on another web site ONLY if the link is a text-only link plainly marked "rodolph.com" or "www.rodolph.com", and it "points" to the URL, and not to other pages within the SITE. Further, when activated by a user, the link must display the SITE full-screen, not on a "frame" within the linking web site. All aspects of the link must preserve the Goodwill associated with the RODOLPH name and trademarks. The link must not create the false impression we are associated with or sponsor the linking web site. RODOLPH, Inc. reserves the right to revoke our consent to any link at any time.

2 OF 3

7. By your act of accessing and using the SITE, you agree to INDEMNIFY AND HOLD HARMLESS RODOLPH, Inc., its officers, subsidiaries, affiliates, successors, assigns, directors, agents, service providers, suppliers, and employees, from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of content you submit, post or make available through the SITE, its services or content; your breach of any of the Terms of Use; or your violation of any third party rights.

8. You understand and agree that RODOLPH, Inc., in its sole discretion, may terminate your right of access and use to SITE at any time without notice, deactivate your account, remove any content, block your e-mail or IP address, for any reason, including but not limited to a belief that you have acted inconsistently with the Terms of Use Agreement. You agree that RODOLPH shall not be liable to you or any other third party for any Termination of your access, in whole or in part, and that you will immediately cease and desist any attempts to access the SITE accordingly.

9. This TERMS OF USE AGREEMENT, deemed accepted upon your first and each subsequent access and use of the SITE, shall be governed by the laws of the State of California, notwithstanding its conflict of law provisions. You and RODOLPH, Inc. agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Rosa, California. Failure of RODOLPH, Inc. to exercise any particular right or provision of this Agreement shall not constitute a waiver of such right or provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between you and RODOLPH, Inc., together with any additional terms or conditions to which you agree when accessing and using the SITE, its content, or services.

999 WEST SPAIN STREET • SONOMA • CALIFORNIA 95476 • USA TEL 707.935.0316 • FAX 707.935.0190 • WWW.RODOLPH.COM