

## TERMS AND CONDITIONS OF USE

**These Terms and Conditions of Use** (“**Terms**”) apply to <https://www.accentequip.com/> (the “**Website**”) provided and managed by AccentEquip, LLC (the “**Company**”).

Please read these Terms carefully as they contain important information regarding your legal rights, remedies and obligations with respect to your use of the Website, including but not limited to various limitations and exclusions, and indemnities.

By accessing or using the Website, and the services available via the Website, you signify that you have read, understand and agree to be bound by these Terms, including the Privacy Statement incorporated into these Terms, in all respects with respect to the Website. Your agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.

If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use and must cease using the Website.

**About the Website.** The Website provides information about the Company, including the services and products the Company provides. References to “the site,” “the Website,” “the website,” and “<https://www.accentequip.com/>” include all software, content and features provided within the relevant Website. The Website offers a range of interactive features. The Company may add other features from time to time. The additional features are governed by these Terms unless otherwise specified. By accessing any other third-party websites or content that may be included on the Website not owned or controlled by the Company, you agree to be bound by any additional terms that govern the use of a third-party website or content provided by the third parties.

**Informational purposes only.** The Website and content available is for informational purposes only. The Website does not constitute professional advice and should not be relied upon by you or any third party, including to operate or promote your business, secure insurance, financing or capital in any form, obtain any regulatory or governmental approvals, or otherwise be used in connection with procuring services or other benefits from any entity. Before making any decision or taking any action, you should consult with professional advisers.

**Changes to and availability of the Website.** The Website is made available on an “as is” basis with no representation or warranty with respect to functionality, availability completeness, accuracy, or timeliness. There is no guarantee regarding any results you or others may obtain from use of any content on or in connection with the Website. Access to all or parts of any of the Website may be suspended at any time without notice.

**Submissions.** The Website may contain functionality that permits you to comment on articles; share materials; provide ideas, proposals, suggestions (“Feedback”); or otherwise make available certain information or materials through or in connection with your use of the Website (collectively, “Submissions”). Whether related to the Website or otherwise, you acknowledge and agree that your Submissions are not confidential; that your provision of Submissions is gratuitous, unsolicited and without restriction; and that the provision of any Submission does not place the Company under any fiduciary or other obligation. The Company may (but has no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the site; however, the Company has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. If you choose to make publicly available any of your personally identifiable or other information through the Website (for example through posting a comment or other form of Submission),

you do so at your own risk and you agree that such Submissions by you will comply with all relevant requirements set out in these Terms.

You represent and warrant that your Submissions are (a) owned by you, (b) complete and accurate and (c) are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party. You irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

The Company does not claim ownership of your Submissions; however, you agree that by posting, uploading, inputting, providing, submitting, entering, or otherwise transmitting your Submissions to the Company or any third party using the Website:

- You have thereby granted the Company a royalty-free, non-exclusive, worldwide, fully paid-up, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform, and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze, exploit and practice any comment or Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials);
- You represent and warrant to the Company that you have all rights, titles and interests, as well as the power and authority necessary, to grant the license to your Submissions; and
- You will indemnify and save the Company harmless from and against any liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred by the Company relating to or arising from your Submissions, including instances where any of your Submissions (a) infringes any third party content or other third party intellectual property rights, or (b) is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful.

You acknowledge and agree that the Company may retain a copy or copies of Submissions and other information you provide for archival or compliance purposes or to otherwise provide the Website to you or others, subject always to your license to the Company, set out above, and to our Privacy Statement.

***Your responsibilities.*** You will use the Website only for lawful purposes. If at any time you become aware of any violation, by any person or entity, of any part of these Terms, you will immediately notify the Company by [contacting us](#) and provide the Company with assistance, as requested, to stop or remedy such violation. In using the Website, you must **not** do any of the following:

- Use, post, transmit or otherwise make available through the Website any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) unlawful, defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) a virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program, regardless of reference name, that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Post, transmit, or otherwise make available through the Website any material or content protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right that you do not have the right to provide unless you have the express prior written consent of the applicable owner.
- Use the Website for any commercial purpose or otherwise use the Website for processing data or other information on behalf of any third party, including but not limited to, to reproduce, modify,

adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Website.

- Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available, including by hacking or defacing any portion of any of the Website; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Website.
- Reverse engineer, decompile or disassemble any portion of any of the Website, except where such restriction is expressly prohibited by applicable law.
- Remove or alter any copyright, trademark or other proprietary rights notice on the Website or content you access via the Website.
  - Frame or mirror any portion of the Website, or otherwise incorporate any portion of the Website into any product or service, without the Company's express prior written consent.
- Systematically download and store the Website's content.
  - Use any robot, spider, Website search/retrieval application or other manual or automatic device to (a) retrieve, index, "scrape," "data mine" or otherwise gather content from the Website, (b) reproduce or circumvent the navigational structure or presentation of the Website, or (c) Harvest or collect information about users of the Website without the Company's express prior written consent.

**Requirements to Use the Website.** If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old. If you are using the Website on behalf of a corporation or other organization, you represent and warrant that you have the ability to agree to these Terms on behalf of such organization and all references to "you" throughout these Terms will include such organization, jointly and severally with you personally.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If any applicable law, rule or regulation prohibits you to access the Website, you may not access them. If you nevertheless access or use the Website, you will still be bound to these Terms and shall have all the obligations, responsibilities and liabilities as if you were eligible to do so.

**Termination.** The Company may, in its sole discretion, suspend, restrict or terminate your use of the Website, effective at any time, without notice to you, for any reason, including because the operation or efficiency of the Website or our or any third party's equipment or network is impaired by your use of the Website; the Company has received a third party complaint which relates to your use or misuse of the Website; or you have been or are in breach of any term or condition of these Terms. the Company will have no responsibility related to any suspension, restriction or termination of your access to the Website. If you do not comply with these Terms, and the Company does not take action immediately, this does not mean the Company gives up any rights that it may have (such as taking action in the future).

**Intellectual property.** Except where expressly stated otherwise, all right, title, and interest in and to the Website, which includes all content, source code, processes, designs, technologies, URLs, domain names, marks, and logos forming any part of the Website is (a) fully vested in the Company, its licensors, or its suppliers and (b) protected by applicable copyrights, trademarks, patents, trade secrets, or other

proprietary rights and laws. You agree that the Company grants to you a limited, revocable license to access the Website subject to these Terms, including the disclaimers and limitations of liability herein. There are no other rights, title, or interest granted to you, whether express or implied. You agree not to copy, modify, deep link, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in the Website or directly or indirectly allow any other person or entity to engage in any of the foregoing. You may not use the “AccentEquip” trade name, service mark, logos or designs, or any other mark held by the Company. Nothing contained on the Website should be construed as granting any right to use any trade names, trademarks, service marks, logos or designs without the express prior written consent of the Company.

***Third-Party Content.*** The Website may contain links to website and other materials made available by third parties (collectively, “Third Party Content”) unrelated to the Company. Third Party Content may be protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Website or these Terms grants you any right, title or interest in or to this Third Party Content except for the limited right to use the Website as set out in these Terms. The Company neither controls nor endorses, nor is responsible for, any Third Party Content. The Company makes no representations or warranties with respect to them. The availability of any Third Party Content through the Website is provided for your convenience only and does not imply the endorsement of, or affiliation with, any provider of such Website or materials. Your use of any Third Party Content is at your own risk and is subject to any terms, conditions and policies applicable to them (such as terms of service or privacy policies of the providers of the Third Party Content). It is your responsibility to review such terms.

***U.S. Copyright Infringement Claims.*** The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. For more information about the requirements imposed by the DMCA, see <http://www.copyright.gov/>.

***Limitation of liability.*** To the maximum extent permitted by applicable law, the Company disclaims and excludes all liability for any loss or damage of whatever kind and however arising in connection with your use of, or inability to use, the Website and any materials you obtain via the Website.

You acknowledge and accept that use of the Website is subject to the risks inherent in any connection and transmission on the internet, in particular in relation to security risks and vulnerabilities, technical performance and risk of interruption. Accordingly, the Company is not liable to you in any circumstances for any losses or damages caused by disruption or failure of internet networks or for any interruptions to or restrictions on the accessibility of the Website arising for any reason, including, but not limited to, by reason of a virus, security related vulnerability, or technical or operational failure of any nature.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL LIABILITY AND SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, GOODWILL, WORK STOPPAGE, SECURITY BREACHES, VIRUSES, COMPUTER FAILURE OR MALFUNCTION, USE, DATA OR OTHER INTANGIBLE LOSSES OR COMMERCIAL DAMAGES, EVEN IF ANY OF SUCH PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH LOSSES, ARISING UNDER OR IN CONNECTION WITH THESE TERMS, THE SITE, THE USE OF OR INABILITY TO USE THE SAME, OR ANY OTHER SUBJECT MATTER HEREOF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PERSON FOR ANY ERRORS OR OMISSIONS IN THE WEBSITE; ANY INFORMATION MADE AVAILABLE THROUGH THEM;

ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE WEBSITE OR THE INFORMATION MADE AVAILABLE THROUGH THEM; OR FOR ANY LOSS OR DAMAGES - INCLUDING CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES - THAT ARISE OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR ANY INFORMATION OR MATERIALS OBTAINED BY YOU VIA OR IN CONNECTION WITH THE WEBSITE.

**Indemnification.** To the maximum extent permitted by applicable law, you agree to defend (at the indemnified party's option), indemnify, and hold the Company and its insurers harmless from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) and expenses in connection with any claim arising out of or in connection with any content or information posted or transmitted by you using the Website or otherwise arising out of your use of the Website or use of the Website by any third party who is given or gains access to the Website due to your action or inaction. The Company has the right at any time to forego the indemnification and assume the defense of any claim without waiving the right of indemnification. Notwithstanding the foregoing, it is not the intent of the Company to affect the rights of the Company or its insurers to assume the defense or settlement of any claim against the Company for which insurance coverage is sought under any applicable insurance policy.

**Disclaimers and Assumptions of Risk.** THE COMPANY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT CONTAINED ON THIS SITE. The Website and all information provided to you via the Website is provided "as is" and "as available." To the maximum extent permitted by applicable law, the Company disclaims all express, implied, and statutory warranties with respect to the same, including without limitation any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, non-infringement, non-interference, error-free service, security, and uninterrupted service. The Company does not represent or warrant that the Website, services, content, and information provided through the Website, or software or information downloaded from the Website will be accurate, current, uninterrupted, error-free, secure, omission-free, or free from viruses or other harmful components.

BY MAKING AVAILABLE THE WEBSITE, THE COMPANY IS NOT MAKING AN OFFER OF ANY TECHNICAL OR PROFESSIONAL ADVICE, SERVICES OR GOODS, AND THE CONTENT AND INFORMATION PRESENTED ON THE WEBSITE SHOULD NOT BE CONSTRUED AS ANY TECHNICAL OR PROFESSIONAL ADVICE OR SERVICE. Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such prohibitions prohibit any exclusions and limitations in these Terms, such exclusions and limitations will not apply to you strictly to the extent necessary to make these Terms consistent with such prohibitions.

**Amendments.** The Company reserves the right to amend these Terms at any time by posting the amended Terms on the Website. All amended terms automatically take effect when posted and are binding without further notice to users. The effective date of these Terms is located at the end of these Terms. The Company encourages you to periodically review these Terms so that you are aware of any changes. If any amendment is unacceptable to you, your sole option is to terminate use of the Website. If you continue to use the Website after the effective date of any amendment, you will be conclusively deemed to have accepted such amended version of these Terms. Notwithstanding termination for any reason, you remain responsible for any breaches, claims, liability or damage arising from your use of the Website according to the then-applicable Terms.

**Notices.** Any notice, consent, waiver, approval, authorization or other communication to be delivered in connection with these Terms and Conditions: by the Company to you will be deemed to have been effectively and validly given if delivered or sent to any of the contact particulars provided by you; or by

you to the Company will be deemed to have been effectively and validly given only if in writing and delivered or submitted to the Company.

***Relationship.*** You agree that no joint venture, partnership, fiduciary, employment or agency relationship exists between the Company and you as a result of these Terms or use of the Website.

***Force Majeure.*** Neither party will be responsible for a failure to fulfil its obligations under these Terms or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of nature, acts of government, war, riots, strikes and accidents in transportation.

***Entire Agreement.*** These Terms, as amended from time to time, including any and all documents, Website, rules, terms and policies referenced herein, including but not limited to any additional Software as a Service Terms and Conditions and the Privacy Policy, constitutes the entire agreement between the parties, and you with respect to your use of the Website. If a particular term is found to be unenforceable, this will not affect any other terms.

***Governing Law and Dispute Resolution.*** You agree that the laws of the State of Ohio, United States law will apply to these Terms without regard to laws relating to choice or conflicts of law. Any dispute, claim or other action taken by you must be filed in the courts located in Stark County, Ohio, United States. You irrevocably consent to this venue. Any cause of action you may have with respect to these Terms or the Website must be commenced within one year after the claim or cause of action arose, or it will be barred.

Effective Date: July 1st, 2024