

## Website Terms of Use

Last Modified: August 28, 2018

### **Acceptance of the Terms of Use**

Welcome to the New York Blower Company website. By using our website (the "Website"), currently [www.nyb.com](http://www.nyb.com), you consent to these Terms of Use. These terms of use are entered into by and between you and The New York Blower Company ("**Company**", "**we**" or "**us**").

Please read the Terms carefully before you use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms.** If you do not want to agree to these Terms, you should not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **Changes to the Terms of Use**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. You should check this page from time to time so you are aware of any changes to the Terms. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, any service or material we provide on the Website, or your access to the Website in our sole discretion without notice. From time to time, we may restrict access to parts of the Website, or the entire Website, to users. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

### **User Conduct**

Your use of the Website pursuant to these Terms is limited to receiving information about our company and the blower motor products and associated services we provide. You may access, download, and print materials only as necessary to receive the services and information and, in doing so, you must retain any and all notices, trademarks, and other markings found on those materials.

You agree that you will comply with these Terms and that you will not engage in conduct or communications that: (a) are obscene, fraudulent, indecent, defamatory, abusive, harassing, or threatening to others, or negatively impacts others' ability to use the Website; (b) contain any viruses, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (c) advocate or encourage any illegal activity; (d) infringe on the copyright, patent, trademark,

trade secret, right of publicity, or other intellectual property or proprietary right of any third party; (e) violate the privacy of individuals, including, but not limited to, other users of the Website; (f) engage in, assist, or encourage any conduct, activities, or communications that affect the operation, access, or usability of the Site for any other authorized user; or (g) violate any applicable local, state, national or international law.

You also agree that you will not (h) attempt to gain unauthorized access to any portion or feature of the Website or our systems, networks or servers by hacking, password “mining” or any other illegitimate means. You agree not to (i) access, acquire, copy, monitor, circumvent, or create derivative works from any portion of our Website, systems, networks or servers to obtain or attempt to obtain any Content, materials, documents, or information through any means not purposely made available through the Website. You also agree not to sell, license, or distribute any such Content, materials, documents, or information. We reserve the right to bar any such activity or use in our discretion.

We have the right to disable your access to the Website at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

### **Information You Provide**

You agree that all information you provide to us will be true, accurate, current, and complete. You represent and warrant that you have the legal right to provide it, and it does not violate any third party’s intellectual property or privacy rights. By uploading, sending, posting or otherwise providing any information or material, you grant Company an unrestricted, irrevocable, worldwide, non-exclusive license to use, reproduce, display, perform, modify, transmit and distribute it. You agree that Company is free to use any ideas, concepts, know-how or techniques that you provide us for any purpose, including creating derivative works. You further agree that all information you provide to us through this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy <https://www.nyb.com/privacy-policy/>.

### **Third Party Sites and Information**

Our Website may have links to other websites or make reference to information, documents, software, materials and/or services provided by other parties. We have no control over these websites or resources, nor do we sponsor or endorse them by implication. You agree that Company is not responsible or liable for any content, advertising, or other materials available through these third-party websites and resources, and that we are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any content, goods, or services available through a third-party website or internet resource.

If you link to any our Sites, you agree, pursuant to these Terms of Use, to remove and/or disable such link should we so demand. .

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The entire content of the Website, including but not limited to text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code, and the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content (collectively, “Content”) is owned controlled, or licensed by or to Content.

The Website and their Content, except for that in the public domain, is protected from unauthorized copying and dissemination by United States laws for copyright, trademark, trade dress, unfair competition, as well as international conventions and other intellectual property laws. All page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Company or its licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission. You must not use Content without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Company will grant you permission to use portions of these Website, provided that you do not change or delete any proprietary notices from downloaded or printed materials; copy or post such information on any networked computer; broadcast it in any media; or make any representations or warranties relating to such documents or Content. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for legitimate business purpose relating to the user’s role as a potential or current customer, representative, supplier, or distributor of the site owner. Other than this limited permission, you may not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit or distribute, in any way (including “mirroring”) to any other computer, server, website, medium or commercial enterprise, any part of the Website or any Content without our express prior written consent.

Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Website or the Content except permitted or consented by these Terms. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website except as expressly permitted. .

If you wish to make any use of material on the Website other than that set out in this section, please address your request to nyb @ nyb.com.

### **Digital Millennium Copyright Act Notice**

Company respects the intellectual property rights of others and expects users to the Website to do the same. We will investigate reports of alleged infringement and will take appropriate action to remove or disable access to any material found likely to be infringing.

If you believe our Website, or a portion thereof, infringes your copyright, please provide the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that has allegedly been infringed
- A description of the copyrighted work that you believe has been infringed
- The location on the Sites of this allegedly infringing material
- Your address, telephone number and email address and any other pertinent information sufficient to allow Company to contact you
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf

Notices of claimed copyright infringement should be directed to:

By mail: The New York Blower Company 7660 S. Quincy St., Willowbrook, IL 60527.

By fax: [630-794-5776]

By email: [nyb @ nyb.com]

**(Please include "notice of infringement" in the subject line.)**

### **Monitoring and Law Enforcement**

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using or accessing any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

### **No Warranties**

THIS WEBSITE AND ITS CONTENT ARE FOR GENERAL INFORMATION ONLY AND PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND.

WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR WITHOUT PROBLEMS OR ERRORS, THAT DEFECTS IN OR ON THE WEBSITE WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK OF ANY RELIANCE ON THE WEBSITE OR ITS CONTENTS.

WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS REGARDING THE WEBSITE OR THEIR CONTENTS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY, REASONABLE CARE, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE ARE IN FACT AWARE OF ANY SUCH PURPOSE).

WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT WITH RESPECT TO THE WEBSITE OR ITS CONTENT.

#### **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS AFFILIATES OR ITS SUBSIDIARIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, OR INFORMATION CONTAINED WITHIN THE WEBSITE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES WHETHER THE DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE IS TO STOP USING THE WEBSITE. NOTWITHSTANDING THESE LIMITATIONS, ANY LIABILITY UNDER THESE TERMS OF USE SHALL BE LIMITED TO THE COST INCURRED BY YOUR USE OF THE WEBSITE, IF ANY, OR \$500, WHICHEVER IS LESS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY IN WHOLE OR IN PART TO YOU.

Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, and any claim by you is subject to the Limitation of Liability set forth above. Claims related to the terms, conditions and warranties of actual purchased goods and services are not subject to this limitation.

This Website may include Content provided by third parties. All statements and/or opinions expressed in these materials, other than the Content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect

the opinion of the Company. We are not responsible, or liable to you or any third party, for the Content or accuracy of any materials provided by any third parties.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information about You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy <https://www.nyb.com/privacy-policy/>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Online Purchases and Other Terms and Conditions**

All purchases through our site or other transactions for the sale of goods or information formed through the Website or as a result of visits made by you are governed by our Terms of Sale <https://www.nyb.com/pdf/conditions.pdf>, which are hereby incorporated into these Terms of Use.

**Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms.****Linking to the Website**

You may link to our homepage, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. Your right to link is subject, at all times, to our right to remove such link for any or no reason, and you agree to do so if requested.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.

- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website,.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, we may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures applying Illinois law. Such arbitration will be held in Willowbrook, Illinois

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER

THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

**Your Comments and Concerns**

This website is operated by The New York Blower Company 7660 S Quincy St, Willowbrook, IL 60527.

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to [nyb@nyb.com](mailto:nyb@nyb.com).