

## **Terms of Use**

**Effective Date: January 2021**

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**By accessing or using this website, you agree to these Terms of Use. If you do not agree to the following Terms of Use, do not access or use this website, and instead contact us in writing or by telephone as provided at the bottom of these Terms of Use for further information.**

Ramsell may modify or amend these Terms of Use at any time. All changes will be effective immediately upon their posting on this website. Material changes will be posted conspicuously on this website. By accessing the website after the changes to the Terms of Use are posted, you agree to the changes.

### **Site Information**

Information displayed on this website may change without notice. We reserve the right to modify the information without any obligation to notify past or current website users. Ramsell makes no representations that the materials on this website are appropriate or available for use in any particular state or other countries outside the United States. When accessing this website you are solely responsible for compliance with the laws of the state or country in which you live.

All offers set forth on this website are void where prohibited, and are subject to the posting of any official rules pertaining to the offers. Some services offered on this website may not be available in certain areas.

### **Privacy Policy**

By accessing and using this website, you agree to the terms of our Privacy Policy, which are incorporated into these Terms of Use by this reference.

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### **Your Account**

If you choose to register with the website, your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. Because you will be responsible for all activity that occurs under your access credentials, you should keep your username and password secret. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Ramsell by e-

mail sent to technicalsupport@ramsellcorp.com. You are solely responsible for your own losses and losses incurred by Ramsell and others (including other users) due to any unauthorized use of your account.

### **No Liability**

**In no event will Ramsell or any of its officers, representatives, directors, employees, consultants or agents be liable for any direct, indirect, punitive, special, incidental, exemplary or consequential damages or any damages whatsoever (including without limitation, damages for loss of use, data, information, profits or business interruption) arising out of or in any way related to the use or performance of this website or any linked website or to any material, information, data, or services obtained through this website, or otherwise arising out of your use of this website, your inability to use this website or any decision made or action taken by you in reliance of any information, advice or materials provided on this website, whether the damages are based in tort, contract, negligence, strict liability or otherwise, even if Ramsell has been advised of the possibility of such damages. Your sole and exclusive remedy is to stop accessing and using this website.**

**Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above exclusions or limitations may not apply to you.**

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### **Third-Party Websites**

This website may link to, or be linked to, other websites not maintained by or related to Ramsell. All links are provided only as a service to our visitors. Ramsell is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking website, unless specifically

stated on this website. **Ramsell has not reviewed all websites to which it links and is not responsible for the content, accuracy, or policies of any such websites.** You link to other pages or websites at your own risk, and your use of other websites will be controlled by the terms of use posted on that website. You should review the terms of use of any website to which you navigate.

If you operate another website and are interested in linking to our website, you agree to be bound by the following rules: (1) the link must be a text-only link clearly marked; (2) the link must "point" to the URL "www.ramsellcorp.com" and not to any other pages; (3) the link, and use thereof, must be in connection with a website of appropriate subject matter that furthers the mission of Ramsell; (4) the link, and use of the link, may not (or have the potential to) damage or dilute the goodwill associated with Ramsell's names and marks; (5) the link, and use of the link, may not create the false appearance that an entity other than Ramsell is associated with or sponsored by Ramsell; (6) the link, when activated by a user, must display this site full-screen and not with a "frame" on the linked website; and (7) Ramsell reserves the right to revoke consent to the link at any time in its sole discretion, either by amending these Terms of Use or through other notice.

### **Indemnification**

You agree to indemnify, defend and hold harmless Ramsell, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, attorneys' fees, damages and costs for claims arising from or related to your use of this website, your use of any material, information or data downloaded or otherwise obtained from this website, or your violation of these Terms of Use, including your infringement of any intellectual property or other right of Ramsell or any other person or entity.

### **Copyright**

Ramsell respects the rights of intellectual property owners, and asks that its users do the same. If you believe that your work has been copied on this website in a way that constitutes infringement, please provide Ramsell the following information, in the form prescribed by Section 512 of Title 17, United States Code:

1. a description of the copyrighted work or works that you claim have been infringed;
2. a description of the allegedly infringing material, including its location on the site;
3. your address, telephone number, and e-mail address;
4. 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;
5. 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 authorized to act on the copyright owner's behalf; and
6. an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Interpretation and Disputes**

These Terms of Use are governed by the laws of the United States and the State of California, without regard to any conflict of laws provisions. Venue is exclusively in Alameda County, California with respect to any dispute arising under these Terms of Use, unless otherwise agreed by Ramsell in its sole discretion. If there is a dispute, the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these Terms of Use is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator may modify the provision to the minimum extent necessary to make an invalid provision enforceable and valid. If modification is impossible or impracticable, then the provision will be severed and the remaining terms in these Terms of Use will be interpreted and read to give them maximum enforceability. Any cause of action or claim with respect to this website must be commenced within one (1) year after the action or claim arises.

## **Entire Agreement**

By your access or use of this website, you agree to these Terms of Use. These Terms of Use, together with the Ramsell Privacy Policy, constitute the entire agreement between you and Ramsell with respect to your access and use of this website. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Ramsell. These Terms of Use will inure to the benefit of Ramsell's successors and assigns.

## **Electronic Communications**

You agree that these Terms of Use and any other documentation, agreements, notices or communications between you and Ramsell may be provided to you electronically, to the extent permissible by law. Please print a copy of all documentation, agreements, notices or other communications for your reference.

## **Contacting Us**

If you have any questions or concerns regarding these Terms of Use, please contact us at:

**Ramsell Corporation**  
**ATTN: Security Office**  
**200 Webster Street, Suite 300**  
**Oakland, CA 94607**  
[securityoffice@ramsellcorp.com](mailto:securityoffice@ramsellcorp.com)