#### **Terms of Use/Legal Notice**

Cambria County Association for the Blind and Handicapped, Inc., which does business as CAB<sup>®</sup> Products and CAB<sup>®</sup> Solar ("CAB<sup>®</sup>"), owns and operates the website available at cabproducts.com and cabsolar.com ("Site"). By accessing or using the Site or any related services (collectively with the Site, the "Services", you agree to the following Terms of Use/Legal Notice, as well as the <u>CAB<sup>®</sup> Privacy Policy</u> and any other terms and conditions that may appear elsewhere on the Site or that may otherwise be provided through the Services, all of which are hereby incorporated by reference (collectively, the "Agreement").

Please read this Agreement carefully. The Agreement applies to anyone ("you" or "your") who uses or interacts with CAB<sup>®</sup> Services and any content or material provided on or through the Services.

This Agreement applies only to the Services identified above. Other sites, apps, social media accounts, or other content CAB<sup>®</sup> makes available to you may have their own terms and conditions that should be reviewed.

This Agreement is effective as of June 1, 2023.

IMPORTANT, READ CAREFULLY: BY CLICKING ANY BOX OR BUTTON OR TAKING ANY OTHER ACTION INDICATING YOUR ACCEPTANCE OF THESE TERMS, OR BY OTHERWISE ACCESSING OR USING THE SITE, TOGETHER WITH ANY RELATED PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. YOUR USE OF AND ACCESS TO THE SERVICES ARE CONDITIONED UPON YOUR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A LEGAL CONTRACT BETWEEN YOU AND CAB® AND GOVERNS YOUR ACCESS TO AND USE OF THE SITE TOGETHER WITH ANY PRODUCTS OR SERVICES OFFERED ON OR THROUGH THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SITE OR ANY RELATED SERVICES. BY ACCESSING THE SITE OR USING OUR OTHER SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE. THE SERVICES ARE NOT AVAILABLE TO ANYONE WHO IS NOT LEGALLY ELIGIBLE TO BE BOUND BY THIS AGREEMENT. DO NOT USE THE SERVICES IF YOU ARE UNWILLING OR UNABLE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. YOUR RIGHTS TO USE THE SITE AND ANY RELATED SERVICES ARE LIMITED BY APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

CAB<sup>®</sup> may provide special promotions and other offerings through the Services that could have additional terms and conditions or rules. If any portion of this Agreement conflicts with the special terms or rules for any such promotional offering, the conflicting portion of the special terms or rules will govern for that specific portion of the promotional offering unless stated otherwise.

CAB<sup>®</sup> is not responsible for unsolicited content or ideas you may attempt to transmit to us directly. If you do send us unsolicited content or ideas, you agree that we may use such content and ideas in any way we wish without any compensation to you.

## Accessibility

CAB<sup>®</sup> is working to maintain the accessibility and usability of the Site. It is important to note that the Site's accessibility efforts are ongoing as we work to implement improvements consistent with the Web Content Accessibility Guidelines over time.

For assistance in better understanding the content of this page or any other page on this Site, please call (814) 536-3531 during 8:30 AM to 5 PM Eastern USA Time. If you would prefer to provide feedback by email, please write to us at <a href="mailto:legal@cabproducts.com">legal@cabproducts.com</a> and be sure to specify the webpage where you may be having issues relating to assistive technology such as screen readers, so that we can look into making that page more accessible.

## **Purpose of the Services**

The intended purpose of the Site is to provide information about our programs, products, offerings and any other Services we provide.

Any content, information or materials made available on or through the Site or other Services is provided for informational purposes only. You agree that you will only use the Services for their intended purposes, and not for other commercial ventures without first seeking express written approval from CAB<sup>®</sup>. You may not use any content available through the Services to establish any independent data files, databases, compendiums, or any other reference materials.

THE USE OF OR RELIANCE ON ANY INFORMATION CONTAINED ON OR THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK.

Any and all content or products offered on or through the Services are subject to availability. CAB<sup>®</sup> will try its best to make the Services useful, but CAB<sup>®</sup> does not warrant that any content available through the Services will be accurate or reliable, and does not guarantee that reliance on any information or content available through the Services will be entirely safe or without defect.

## License

CAB<sup>®</sup> hereby grants you a revocable and nonexclusive right and license to use and access the Site (including any underlying software) in a manner that is consistent with the other terms in this Agreement and the Site's intended purposes. CAB<sup>®</sup> reserves the right to terminate this license for any or no reason and at any time without notice to you, including, but not limited to, for breach of any term contained in this Agreement.

# **Intellectual Property Rights and Ownership**

Other than any exceptions that may be referenced in this Agreement, all content appearing on the Site including, but not limited to, graphics, text, documents, data, design, buttons, names, marks, logos, images, photos, video, audio, icons, software and its underlying code, domain names, as well as the color selection, assembly, and arrangement of Site content, or any other related electronic content or files (collectively "CAB<sup>®</sup> Content") are the sole property of CAB<sup>®</sup> or its suppliers and/or licensors, and are protected by U.S. and international copyright, trademark, and other applicable intellectual property laws.

Any use of CAB<sup>®</sup> Content that is not consistent with the intended purpose of the Site, including any modification, reproduction, republication, uploading, posting, transmission, reverse engineering, creation of derivative works, or distribution in any form or by any means without CAB<sup>®</sup>'s prior written consent, is strictly prohibited, except you may print out one copy of each page on the Site solely for personal, non-commercial use. No other use is permitted without CAB<sup>®</sup>'s prior written consent. You may not sell, transfer, assign, license or sublicense any CAB<sup>®</sup> Content. The use or posting of any CAB<sup>®</sup> Content on any other web site or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your right to access and/or use the CAB<sup>®</sup> Content and the Site shall automatically terminate and you shall immediately destroy any copies you have made of the CAB<sup>®</sup> Content. CAB<sup>®</sup> Content protected by this Agreement may include, without limitation, certain third-party copyrighted images made available on or through the Site. You acknowledge that you have no rights in such third-party CAB<sup>®</sup> Content. Unauthorized use of any CAB<sup>®</sup> Content may result in violation of copyright, trademark, and other intellectual property rights or protections available under applicable law. You acknowledge that no right, title or interest in any of the CAB<sup>®</sup> Content is transferred to you as a result of you accessing, downloading or printing any CAB<sup>®</sup> Content from the Site. Any use of CAB<sup>®</sup> Content must display the appropriate copyright, trademark and other proprietary notices. All software used on the Site is the sole property of CAB<sup>®</sup> or those supplying or licensing the software.

You acknowledge that you have no right, title, or interest in or to the Site or any CAB® Content.

CAB<sup>®</sup> is a trademark owned by CAB<sup>®</sup>. In addition, other trademarks, product names, graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Site are trademarks or trade dress of CAB<sup>®</sup>, or they may be the property of their respective owners.

There may be other content on the Site not owned by CAB<sup>®</sup>, and you should respect those property rights as well. All rights not expressly granted herein are reserved to CAB<sup>®</sup>.

## **Access Limited**

The Services are intended for individuals eighteen (18) years of age or older. If you access the Site outside of the United States, you do so at your own risk and acknowledge that such actions do not violate your local laws and regulations. By using the Site, you agree that information about you may be transmitted to and stored in the United States. CAB<sup>®</sup> reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion. CAB<sup>®</sup>

reserves the right to change, suspend, or discontinue all or any aspects of the Site at any time without prior notice. You are not permitted to violate any laws when using or accessing the Site.

CAB<sup>®</sup> does not knowingly collect information from children, including those less than thirteen (13) years of age. If you are a child, do not submit any information to CAB<sup>®</sup>. If a parent, guardian, or other concerned person becomes aware that we have collected information from a child, including one less than 13 years of age, please contact us promptly and we will take steps to delete and remove any such information.

## **Acceptable Use Policy**

In connection with your access to and/or use of the Services, you agree not to:

- Violate any federal, state, or local laws or regulations;
- Discuss, incite, or promote illegal activity;
- Upload or post anything that imposes an unreasonable or disproportionately large strain on the CAB<sup>®</sup> network or computer infrastructure;
- Upload or post any inappropriate or offensive content or language;
- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Services;
- Engage in any behavior that attempts to hack into or gain unauthorized access to protected areas of the Services or our computers, servers or networks, or to any computers or systems used by other users of the Services;
- Use the Services in a manner that could destroy, damage, or impair any portion of the Services or any computers, systems, hardware, or software used by CAB<sup>®</sup> or other users of the Services;
- Make unauthorized attempts to modify any information stored through the Services;
- Make attempts to defeat or circumvent security features, or to use the Services for any purpose other than their intended purposes;
- Upload or post any unsolicited or unauthorized advertising or promotional materials, spam emails, chain letters or communications, pyramid schemes, or any other form of such solicitations;
- Provide false or misleading information through the Services; and/or
- Use the Services to send spam or unsolicited bulk email.

The previous list of prohibitions is not exclusive. CAB<sup>®</sup> reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement, your account, and/or your access to all or any part of the Services without prior notice or liability in response to your breach of this Acceptable Use Policy or any other term in this Agreement. CAB<sup>®</sup> reserves the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability in the event of any apparent violation of the terms in this Agreement.

## Links to Third Party Sites

The Services may contain links to other websites, apps, social media platforms, marketplaces or other online services not controlled by or affiliated with CAB<sup>®</sup>. If you use these links, you will leave the Services. CAB<sup>®</sup> provides these links to you only as a convenience. CAB<sup>®</sup> is not in any way responsible for the linked sites or their content including, without limitation, any links displayed on or through such third-party services, nor does CAB<sup>®</sup> warrant that such third-party services or any information available through such services are current, accurate, or error-free. You access and use any linked third-party services at your own risk. The links are not meant to indicate any association with CAB<sup>®</sup>, and CAB<sup>®</sup> does not endorse any linked site or service, or any goods or services promoted or listed on such sites or through such services. If you access or use any linked third-party services, you will be subject to the terms of use, privacy policy, and other terms or policies applicable to those third-party services. You should review the privacy policies and terms of use of such third-party services before using them.

CAB<sup>®</sup> also may allow interaction between the Site and other third-party services such as Facebook, Twitter, Instagram, YouTube, and other social media platforms. This may include "Like" or "Share" buttons or other interactions through third-party buttons or plugins on the Site that when used, may allow you to share content from the Site with other persons on or through the third-party services or elsewhere. If you use any of the social media links or buttons on the Site, CAB<sup>®</sup> is not responsible for any harm to you as a result of using one of the interaction functions provided by these social media platforms or services.

#### **Disclaimer of Warranties**

TO THE EXTENT PERMITTED BY LAW, CAB®, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS, BUSINESS PARTNERS, CONTRACTORS, AND ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SERVICES (COLLECTIVELY, THE "DISCLAIMING PARTIES") MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS ABOUT THE SERVICES OR CAB® CONTENT. THE DISCLAIMING PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO CAB® CONTENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF APPROPRIATENESS, RELIABILITY, OR TIMELINESS. THE DISCLAIMING PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF CAB® CONTENT OR ANY OTHER INFORMATION CONVEYED TO ANY USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS IN THE AVAILABILITY OF THE SITE AND ANY RELATED SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SERVICES, AND CAB® CONTENT AT YOUR OWN RISK.

THE DISCLAIMING PARTIES DO NOT WARRANT THAT THE SITE AND ANY RELATED SERVICES WILL OPERATE ERROR-FREE OR THAT THE SERVICES ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. THE DISCLAIMING PARTIES DO NOT WARRANT THAT CAB<sup>®</sup> CONTENT, THE SITE, OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, TIMELY OR SECURE. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE DISCLAIMING PARTIES SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND ANY CAB® CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE). THE DISCLAIMING PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY LAW, THE DISCLAIMING PARTIES MAKE NO WARRANTIES THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUME NO LIABILITY FOR SUCH INFRINGEMENT.

## Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY OF THE DISCLAIMING PARTIES BE LIABLE TO ANY USER OF THE SITE, CAB<sup>®</sup> CONTENT, OR ANY RELATED SERVICES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR OTHER SIMILAR DAMAGES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH DISCLAIMING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR ARISING OUT OF: (1) THIS AGREEMENT; (2) THE USE OR INABILITY TO USE THE SERVICES; (3) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (4) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR INACCURACIES AVAILABLE ON OR THROUGH THE SERVICES; AND/OR (5) ANY OTHER MATTER RELATING TO THE SERVICES OR ANY LINKS AVAILABLE ON OR THROUGH THE SERVICES. THE TOTAL AGGREGATE LIABILITY OF ANY DISCLAIMING PARTY TO ANY USER OF THE SERVICES FOR DIRECT DAMAGES ARISING FROM THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES WILL NOT EXCEED THE GREATER OF \$100.00 USD OR THE AMOUNT THE APPLICABLE USER PAID TO THE DISCLAIMING PARTY(IES) FOR THE APPLICABLE SERVICES OUT OF WHICH THE LIABILITY AROSE, REGARDLESS OF THE TYPE OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE.

SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE DISCLAIMING PARTIES TO ANY USER OF THE SERVICES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IF YOU ARE DISSATISFIED WITH CAB<sup>®</sup>, THE SITE, ANY RELATED SERVICES, OR THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

## Indemnification

You agree to defend, indemnify, and hold the Disclaiming Parties harmless from and against any and all claims, demands, losses, costs, damages, liabilities, judgments, awards and expenses (including attorneys' fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages) that any of the Disclaiming Parties suffer in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that relates to your use of the Services, your breach of this Agreement, the use of the Services by any person using your computer, device, or account, if applicable, and/or your violation of any applicable law or regulation. Your indemnification obligations shall survive the termination of this Agreement.

#### **Geographic Limitation**

If you use the Services outside the U.S., you are responsible for following your applicable local laws and determining, among other things, whether your use of the Services violates any local laws. By using the Services, you agree and acknowledge that information about you, including personally identifiable information, may be transmitted to, processed in and stored in the U.S.

## Policies, Modification, and Severability

CAB<sup>®</sup> reserves the right to make changes to the Site and any related Services, this Agreement and the CAB<sup>®</sup> Privacy Policy at any time. Each time you use the Site and/or our Services, you should visit and review the then current version of the Agreement and Privacy Policy. By continuing to use the Services after any changes to this Agreement are made, you agree to be bound by such amended Agreement and/or Privacy Policy. If you are dissatisfied with the Services, CAB<sup>®</sup> Content, this Agreement or the Privacy Policy, you agree that your sole and exclusive remedy is to discontinue using the Services. If any portion of this Agreement is deemed to be illegal or unenforceable, the remainder of the Agreement shall be unaffected and shall continue to be fully valid, binding, and enforceable to the extent permitted by law.

## **Applicable Law**

By using the Site or any related Services, you agree that the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and CAB<sup>®</sup>.

**YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT** to submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania for any litigation arising out of or relating to this Agreement, the Services, the use of our Services, and/or any goods referenced or offerings provided on or through the Services.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT to waive any objection to the venue of any such litigation in Pennsylvania courts.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE not to plead or claim in any Pennsylvania court that such litigation brought therein has been brought in an inconvenient forum.

# **Other Provisions**

CAB<sup>®</sup> does not represent that any content available through the Services is completely accurate, and therefore any reliance on such content is done at your own risk. ANY RELIANCE ON ANY INFORMATION, OPINIONS OR RECOMMENDATIONS OFFERED ON THE SITE IS DONE AT YOUR OWN RISK. CAB<sup>®</sup> does not guarantee or promise that any information, opinions or recommendations available through the Services are helpful or reliable. YOU AGREE THAT CAB<sup>®</sup> IS NOT LIABLE to you or anyone else for any harm that might arise as a result of using any of the products or implementing in any manner any of the information, opinions or recommendations found available through the Services.

CAB<sup>®</sup> is not responsible for any harm or damages of any kind that may occur to you due to any glitches, hacks, breaches, or any other unauthorized access to CAB<sup>®</sup>'s computer or network systems that may or may not result in the disclosure of personally identifiable information you provided to us.

CAB<sup>®</sup>'s failure to enforce any portion of this Agreement is not a waiver of such portion.

The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability, and any other relevant language that is meant to remain in effect after this Agreement ends shall survive the termination of this Agreement.

CAB<sup>®</sup> reserves the right, without notice or reason, to take down or terminate the Services, or otherwise revoke any and all access granted to you related to the Services. You agree that CAB<sup>®</sup> is not liable to you or any other third party for this action.

Certain software elements of the Services may be subject to U.S. export laws and controls. No software may be downloaded or exported to any country or foreign citizen that is under a U.S. embargo or that would otherwise violate U.S. law or regulations.

Unless otherwise noted, this Agreement, together with our Privacy Policy and any other terms and conditions that appear elsewhere on or through the Services, constitute the entire Agreement of the parties with respect to the Site and any related Services and supersede all prior communications, promises and proposals, whether oral, written, or electronic, between you and CAB<sup>®</sup> with respect to the Site and any related Services.

If you violate any portion of this Agreement, CAB<sup>®</sup> reserves the right, without an obligation to do so, to deny you access to the Services. If CAB<sup>®</sup> terminates your access to the Services, CAB<sup>®</sup> may also delete your account for the Services, if you have one. CAB<sup>®</sup> reserves the right to terminate any password-restricted account for any reason.

## **Contact Information**

You may contact the Cambria County Association fort he Blind and Handicapped, Inc. (CAB<sup>®</sup>) using the following information:

By mail: 211 Central Avenue, Johnstown, PA 15902-2945 By email: legal@cabproducts.com By phone: (814) 536-3531