

**AMERICAN AIR FILTER COMPANY, INC.  
VISIONAIR CLEAN™ WEBSITE TERMS OF USE**

Last Modified: December 2018

**IMPORTANT — CAREFULLY READ: THESE TERMS OF USE ARE A LEGAL CONTRACT BETWEEN YOU AND AMERICAN AIR FILTER COMPANY, INC. BY CLICKING THE “ACCEPTED ICON” ASSOCIATED WITH THIS PAGE, OR REGISTERING FOR USE OF THIS SITE, WHICH WILL SERVE AS YOUR SIGNATURE, YOU AGREE TO CONDUCT TRANSACTIONS ELECTRONICALLY AND TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD EXIT THIS PAGE WITHOUT ACCEPTING AND REFRAIN FROM ALL FURTHER USE OF THIS WEBSITE.**

**Acceptance of the Terms of Use**

These terms of use are entered into by and among (i) American Air Filter Company, Inc. (“AAF”, “we” or “us”), (ii) you, the individual accessing this Website as a representative of a customer of AAF or other entity for which AAF has approved access, and (iii) our customer, a potential customer or other person or entity for which AAF has approved access (collectively, “Customer”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of [www.aafintl.com/aafvisionairclean](http://www.aafintl.com/aafvisionairclean), including any content, functionality and services offered on or through [www.aafintl.com/aafvisionairclean](http://www.aafintl.com/aafvisionairclean) (the “Website”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our VisionAir Clean Privacy Policy, found at <https://www.aafintl.com/en/commercial/about-us/general-information> (the “Privacy Policy”), and incorporated herein by reference, and you agree to same on behalf of, and as a representative of, our Customer.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and whose access is approved by AAF. By using this Website, you represent and warrant that you are of legal age to form a binding contract with AAF and meet all of the foregoing eligibility requirements and you are not accessing this Website through a false or misleading user name and are affiliated with the organization as you have represented. 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 of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to, and use of, the Website thereafter. However, any changes to dispute resolution provisions will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. You can determine when these Terms of Use were last revised by referring to the “Last Modified” line at the beginning. In the event that we offer any awards, promotions or contests, you agree that you are subject to any additional posted terms, rules or guidelines applicable to such activity, which are hereby incorporated by reference into these Terms of Use. We reserve the right to modify or discontinue this Website at any time without notice to you, and we will have no liability to you if we do so.

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

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. 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. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details, such as your affiliation with an organization, or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

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 or if you are no longer affiliated with a Customer.

## **Electronic Communication**

When you use the assessment function of the Website, purchase products, complete any applications or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or through notices on this Website, related websites or by hard copy. You agree that all agreements, notices, disclosures or other information provided to you electronically satisfy any legal requirement that any such communication be in writing.

## **Confidentiality**

You acknowledge and agree that the Website contains confidential, proprietary, trade secrets, and other non-public information of AAF and its affiliates and customers and end users of AAF's products and services which may include pricing; financial information; strategies; business plans; market studies; technical information on AAF's products and services; drawings; designs; specifications; models; samples; and customer and end user information including names, address, telephone numbers, fax numbers, email addresses, customer lists, and customer order history (collectively, "**Confidential Information**"). Except as required for Customer, and you as Customer's representative, to fulfill obligations to us as set out in any agreement between Customer and AAF or to use the services offered on the Website for internal business purposes, you agree, on behalf of yourself and Customer, that you will (i) not use the Confidential Information; (ii) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as you would protect your own confidential information, but in no event with less than a commercially reasonable degree of care; (iii) not disclose any of the Confidential Information to any person, even if in furtherance of the agreement between AAF and Customer, unless such person has agreed to not use or disclose such Confidential Information except to use products and services as allowed under the agreement governing the sale or use; and (iv) not disclose any Confidential Information, or permit it to be accessed or used, for any purpose or in any manner to AAF's detriment, including, without limitation, to reverse engineer, disassemble, decompile or design around AAF's proprietary products, services and intellectual property.

Confidential Information does not include information that (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of these Terms of Use; (ii) at the time of disclosure is, or thereafter becomes, available to you on a non-confidential basis from a third party source that is not prohibited from disclosing such information; (iii) was known by or in the possession of you or Customer, as established by documentary evidence, before being disclosed on the Website or otherwise with an obligation of confidentiality; or (iv) was independently developed by you, as established by documentary evidence, without reference to or use of, in whole or in part, any Confidential Information.

The obligations of confidentiality set out herein shall survive termination of these Terms of Use or your access to the Website.

## **Intellectual Property Rights**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by AAF, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Accordingly, the material and content available on the Website may not be copied, distributed, republished, uploaded, posted or transmitted in any way except as specifically allowed under the terms related to the materials or without the prior written consent of AAF. Modification or use of the material or content on the Website, except as expressly provided in these Terms of Use or terms specific to those products or services, violates our or third parties' intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to the Website.

If you submit suggestions, proposals, comments or other materials (collectively “**Submissions**”) within the Website you understand and agree that AAF (i) will have no obligation to keep your Submissions confidential; (ii) will have no obligation to return your Submissions or respond in any way; and (iii) may use your Submissions for any purpose in any way without notice or compensation to you.

These Terms of Use permit you to use the Website as a representative of the Customer only. Except as necessary to perform your duties as a representative of the Customer and to fulfill the obligations of Customer as set out in any agreement Customer may have with AAF, you must **not** reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your use as a representative of the Customer, provided you agree to be bound by the applicable end user license agreement for such applications.
- If we provide social media or interactive features with certain content, you may take such actions as are enabled by such features.

You must **not**:

- Modify copies of any materials from this Website except as necessary to perform your duties as a representative of Customer and to fulfill the obligations of Customer as set out in any agreement Customer may have with AAF.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No right, title or interest in or to the Website or any content on the Website is transferred to you or Customer, and all rights not expressly granted are reserved by AAF. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The AAF name and all related names, logos, product and service names, designs and slogans are trademarks of AAF or its affiliates or licensors. You must not use such marks without the prior written permission of AAF. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

### **Copyright Complaints**

AAF respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow the notice and procedures for making claims of copyright infringement described below in the section entitled “Copyright Infringement.”

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree **not** to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors or others in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards set out in these Terms of Use.
- To delete or revise any material submitted by any other person or entity.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To misrepresent your affiliation with AAF or otherwise hold yourself or Customer out as an employee or affiliate (other than as allowed in any agreement between AAF and Customer) of AAF or otherwise as having authority to bind AAF to any agreement with any third party.
- To impersonate or attempt to impersonate AAF, an AAF employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm AAF or users of the Website or expose them to liability.

Additionally, you agree **not** to:

- Use the Website in any manner that could disable, overburden, damage or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures.
- Interfere or attempt to interfere with service to any user, host or network, including, without limitation, by using a virus, overloading, "flooding", "spamming", "mail bombing" or "crashing."
- Send any unsolicited email or forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Taking any of these actions may result in civil or criminal liability. AAF may investigate occurrences that it believes may involve such violations, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

### **User Content**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Content**") on or through the Website.

All User Content must comply with the content standards set out in these Terms of Use.

Any User Content you post to the site will be considered non-confidential and non-proprietary. By providing any User Content on the Website, you grant to AAF the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license, sublicensable through multiple tiers, without compensation to you, to use, reproduce, distribute, adapt (including without limitation edit, modify, translate and reformat), create derivative works of, transmit, publicly display, publicly perform, digitally perform, make, have made, sell, offer for sale and import User Content, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or

integrity of materials regarding any User Content that you may have under any applicable law or under any legal theory. This section will survive termination of these Terms for any reason.

You represent and warrant that:

- You own or control all rights in and to User Content you post and have the right to grant the rights described above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- Your provision of User Content through this Website complies with all applicable laws, rules and regulations.
- Without our express prior written consent, you will not use the Website for any commercial purpose other than as related to Customer's relationship with AAF, including but not limited to communicating or facilitating any commercial advertisement or solicitation through the Website.
- All of your User Content does and will comply with these Terms of Use.

We are not responsible, or liable to any third party, for the content or accuracy of any User Content posted by you or any other user of the Website. You acknowledge and agree that we have no control over, and will have no liability for any damages resulting from, the use (including without limitation re-publication) or misuse by any third party of information voluntarily made public by posting User Content on this Website. **IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE ON THE WEBSITE OR OTHER SOCIAL MEDIA, YOU DO SO AT YOUR OWN RISK.**

### **Monitoring and Enforcement; Termination**

We have the right to:

- Edit, remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content: (i) violates these Terms of Use, including any content standards, (ii) infringes any intellectual property right or other right of any person or entity, (iii) threatens the personal safety of users of the Website or the public or (iv) could create liability for AAF.
- Disclose your identity or other information about you to Customer any third party who claims that your actions or that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS AAF AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS**

RESULTING FROM ANY ACTION TAKEN BY AAF OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER AAF OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

User Content includes the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other materials made available by third parties through this Website are those of such third parties and not of AAF, and AAF does not endorse any such opinions, statements or materials. You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not AAF, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We may remove objectionable statements or other content from the Website at any time. You understand and accept that removed content may persist in back-up copies for a reasonable period of time. However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all User Content and use of Interactive Services. User Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any person.
- Violate any obligations of confidentiality by which you or Customer are bound, whether to AAF or otherwise.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve contests, sweepstakes and other similar sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.



## **Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe that any User Content or any other materials accessible on or from this Website infringe your copyright, please send a written notice of copyright infringement to our Copyright Agent who may be contacted as follows:

Copyright Agent  
VisionAir Clean Support  
AAF International  
9920 Corporate Campus Drive, Suite 2200  
Louisville, Kentucky 40223 USA  
Phone: (502) 637-0011  
Fax: (502) 637-0011  
Email: [VisionAirCleanSupport@aafintl.com](mailto:VisionAirCleanSupport@aafintl.com)

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. §512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

It is the policy of AAF to terminate the user accounts of repeat infringers. However, if you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See [copyright.gov](http://copyright.gov) for details.

We endeavor to respond quickly to the concerns of rights owners about any alleged infringement. We suggest that you consult your legal advisor before filing a notice or counter-notice.

## **Reliance on Information Posted or Obtained through the Website**

THE INFORMATION PRESENTED ON OR THROUGH THE WEBSITE, INCLUDING ANY RESULTS, 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.

This Website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by AAF, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of AAF. 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.

## **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. 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, services or information formed through the Website or as a result of visits made by you are governed by our Terms and Conditions of Sale located at <https://www.aafintl.com/en/commercial/about-us/general-information>, 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 of Use.

## **Website Social Media Features**

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.

- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

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 except as expressly authorized by us.
- 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 except as expressly authorized by us.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

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. Any charges or obligations you incur in your dealings with these third parties are your responsibility. 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. We make no representation or warranty regarding any content, goods and/or services provided by any third party even if linked to from our Website, and will not be liable for any claim relating to any third party content, goods and/or services. The linked sites are not under the control of AAF and may collect data or solicit personal information from you. AAF is not responsible for any actions or omissions by such sites, for their content, business practices or privacy policies, or for their collection, use or disclosure of any information. Further, the inclusion of any link does not imply endorsement by AAF of any linked sites. YOU AGREE THAT YOUR USE OF THIRD PARTY SITES AND RESOURCES AND ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES AND RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

### **Geographic Restrictions**

The owner of the Website is based in the state of Kentucky in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER AAF NOR ANY PERSON ASSOCIATED WITH AAF MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR ANY RESULTS OR INFORMATION OBTAINED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER AAF NOR ANYONE ASSOCIATED WITH AAF REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

AAF HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Limitation on Liability**

IN NO EVENT WILL AAF, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER

WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless AAF, 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 of Use or your use of the Website, including, but not limited to, your User Content, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use 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 Commonwealth of Kentucky, USA, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky, in each case located in the City of Louisville and County of Jefferson although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At AAF's sole discretion, it 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 under the Rules of Arbitration of the American Arbitration Association applying Kentucky law.

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

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE 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 by AAF of any term or condition set forth in these Terms of Use 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 AAF to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use 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 of Use will continue in full force and effect.

## **Entire Agreement**

These Terms of Use, our Privacy Policy, Terms and Conditions of Sale, and all other applicable license agreements or terms of use that may apply to any feature or function made available through the Website constitute the sole and entire agreement between you and American Air Filter Company, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website. In the event of any inconsistency between these Terms of Use and the terms of any other applicable document referenced herein, the more restrictive terms shall control to resolve such inconsistency.

## **Notices**

We may notify you via postings on [www.aafintl.com/aafvisionairclean](http://www.aafintl.com/aafvisionairclean), or via e-mail or any other communications means you provide to us. If you are a user in the United States, all notices given by you or required from you under these Terms of Use or the Privacy Policy must be in writing and addressed to: AAF International, Attn: VisionAir Clean Support, 9920 Corporate Campus Drive, Suite 2200, Louisville, Kentucky 40223 USA or if relating to copyright infringement, given as provided in the "Copyright Infringement" section of these Terms of Use. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy our legal requirements that such communications be in writing. Any notices that you provide without compliance with this Section on Notices will have no legal effect.

## **Equitable Remedies**

You acknowledge that the rights granted and obligations made under these Terms of Use to AAF are of a unique and irreplaceable nature, the loss of which will irreparably harm AAF and which cannot be replaced by monetary damages alone. Accordingly, AAF will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Website, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Website or any content or other material used or displayed through the website and agree to limit your claims to claims for monetary damages, limited by these Terms of Use (if any).

## **Force Majeure**

AAF will not be liable for any delay or failure to perform resulting from causes outside the reasonable control of AAF, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond our control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

## **Your Comments and Concerns**

This Website is operated by American Air Filter Company, Inc., 9920 Corporate Campus Drive, Suite 2200, Louisville, Kentucky 40223 USA.

All notices of copyright infringement claims should be sent in writing to AAF as set out in these Terms of Use.

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