Website Terms of Use

Last updated: 13 January 2020

1. Use of the Crestron Website

- **1.1** These Terms of Use govern the use of the Crestron Electronics, Inc. ("Crestron") website, located at https://www.crestron.com (the "Website"), and apply to both the portions of the website available to the general public and those portions of the website restricted to registered account holders. Please read this statement carefully. If you are a visitor accessing the Website, and you do not wish to be bound by these Terms of Use then you should not access or use the Website. In order to submit information to Crestron through the Website, you must accept these Terms of Use before clicking on the "Submit" button shown on the relevant page.
- **1.2** Registered account holders are subject to additional restrictions which can be found below in the "Registered Users" section of this Terms of Use.
- **1.3** Crestron may update or modify these Terms of Use from time to time, by posting updated Terms of Use on the Website. Your continued use of the Website following the posting of such updated Terms of Use constitutes your acceptance of such updated Terms of Use.

2. Privacy Policy

- **2.1** By submitting your information to Crestron through this Website and associated links, you consent to the use of that information as set forth in Crestron's Privacy Policy, located at www.crestron.com/legal/privacy-policy. By registering for an account or accessing the account restricted portions of this Website, you agree to be bound by Crestron's Privacy Policy, in addition to these Terms of Use.
- **2.2** Use of and access to the Website, will be monitored by Crestron, without a requirement of advance notice to Website users.

3. Limitation of Liability

- **3.1** Crestron has attempted to provide accurate information in the preparation of the content of this Website; however, Crestron disclaims all warranties, express or implied, to the fullest extent permitted by law, as to the accuracy of all information contained herein.
- **3.2** These Terms of Use only cover the use of the Crestron Website. Hypertext or other links available on the Website may lead to websites which are not under the control of Crestron. Any other websites to which you link from this site may be governed by their own terms and conditions. Crestron accepts no responsibility or liability with respect to the material on any website which is not controlled by Crestron.

4. Disclaimer

The Website and its content are provided "as is" and Crestron disclaims any warranties, express or



implied, including without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property relating to the Website. To the extent permitted under applicable law, Crestron shall not be liable for any damages whatsoever, including without limitation, consequential, special, indirect, or incidental damages, loss of profits or revenues, or damages resulting from use of or reliance on the Website or its contents.

5. Content Ownership and Trademark Information

- **5.1** All content on this Website, including without limitation, product information, spec sheets, and product guides, unless otherwise noted, is copyrighted by Crestron, and may not be reproduced, republished, or posted, without the express written consent of Crestron. You agree not to adapt, alter or create any derivative work from any material on this site, or to restrict or inhibit the use or enjoyment of this Website by anyone else. You are not permitted to create any link to or from this Website without Crestron's express prior written consent.
- **5.2** Any software downloaded from the Website is governed exclusively by the applicable license terms accompanying the file, and by downloading such software, you agree to abide by the terms of such license. Any reproduction or redistribution of such software in violation of the terms of the applicable license is expressly prohibited.
- **5.3** Photos in the "High-Res Photos & Logos" section of this website are permitted to be reproduced without Crestron's express prior written consent by the following parties:
 - (a) Crestron Authorized Dealers;
 - (b) Crestron Service Providers;
 - (c) I2P and other authorized Partners; and
 - (d) Members of the Media/Press.
- **5.4** The Website includes brand names, product names, and trademarks belonging to Crestron and other parties. Certain trademarks, registered trademarks, and trade names may be used on this Website to refer to either the entities claiming the marks and names or their products. Please visit https://www.crestron.com/en-US/Legal/Trademarks for information on the proper usage of Crestron's trademarks. Crestron disclaims any proprietary interest in the marks and names of others. Crestron is not responsible for errors in typography or photography.

6. Restrictions on Website Use

- **6.1** Website users shall not: (a) take any action that imposes or may impose (as determined by Crestron in its sole discretion) an unreasonable or disproportionately large burden on the Website's infrastructure; (b) circumvent any measure Crestron may use to prevent or restrict access to registered accounts or the restricted portions of the Website; or (c) interfere or attempt to interfere in any way with the proper working of the Website.
- **6.2** Pursuant to these Terms of Use, when authorized by Crestron, you are permitted to be a registered user and/or to access the account restricted portions of the Website. Crestron may modify, limit or terminate your access to your account and to the restricted portions of the Website at any time for any



reason.

- 6.3 All registered users agree to maintain and provide to Crestron accurate, current and complete account registration information for yourself, and if you are an administrator for a company account, for all users registering for access under that account, and to promptly advise Crestron of any updated account user information. You are solely responsible for activity that occurs on your account as well as for maintaining the confidentiality of your login credentials to the account, including your password. You will immediately notify Crestron of any unauthorized use of your account or any other known security breach related to the account. As a registered user, you shall not: (a) attempt to access your account using any method other than the interface and instructions that Crestron provides; (b) attempt to access an account other than your own; or (c) allow others to access your account.
- **6.4** By registering for and/or logging into a registered account which provides for access to the restricted portions of this Website, you represent that you are authorized by Crestron under a separate written agreement or otherwise to undertake these activities. If you are provided with access to restricted portions of the Website, you agree to use your registered account solely for the purpose of maintaining and supporting your Crestron products, or, if you are a Crestron authorized dealer, partner or service provider, your customers' Crestron products, or as otherwise expressly authorized by Crestron. You shall not access or in any way utilize information from the restricted access portions of the Website for any purpose other than intended and shall not provide others with access to these restricted sections, unless expressly authorized by Crestron.
- **6.5** Registered Users with access to restricted portions of the Website may access confidential and/or non-public proprietary information of Crestron, including without limitation, proprietary software, price lists and technical information. By accessing the account restricted portions of this Website, you agree to keep such information confidential and to use it solely for the purposes intended due to your underlying relationship with Crestron.

7. Contact Information

If you have questions and/or comments about Crestron's Website or your account, please contact us:

Via e-mail: support@crestron.com

Via post:

The AMERICAS: Crestron Electronics, Inc. 15 Volvo Dr. Rockleigh, NJ 07647 USA

EMEA:

Crestron Europe BV Oude Keerbergsebaan 2, 2820 Rijmenam, Belgium VAT No. BE0699.717.121



APAC:

Crestron ANZ PTY LIMITED Level 5, 15 Help Street, Chatswood NSW 2067, Australia

SINGAPORE:

Crestron Singapore Pte. Ltd. 31 Kaki Bukit Road 3 #01-04 & #01-05 Techlink Building Singapore 417818

Via phone:

Please visit <u>www.crestron.com</u> to find the phone number for Crestron support in your region.

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