

Potter Intellicom Website Terms of Use

Last Modified: October 10, 2023

Acceptance of the Terms of Use

These terms of use are entered into by and between you, as a user of the Online Services, and Potter Electric Signal Company, LLC (“*Potter*,” “*we*,” or “*us*”). 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 PotterIntellicom.com, a dashboard website for dealers of Potter products and systems, including any content, functionality and services offered on or through PotterIntellicom.com (the “*Online Services*”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Online Services. **By using the Online Services, by registering for the Online Services, 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 Privacy Policy found on the Online Services and incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Online Services. No one under age 13 may provide any personal information on the Online Services. Potter does not knowingly collect personally identifiable information from children under the age of 13.

The Online Services are offered and available to users who are an adult in their state of residence and are qualified to enter into and form binding contracts under applicable law. In the event you are accessing the Online Services on behalf of a company, organization, government, or other legal entity, you represent that you have full authority and power to enter into these Terms of Use on behalf of such company, organization, government, or other legal entity. You agree to these Terms of Use on behalf of yourself and the applicable company, organization, government, or other legal entity that you represent. By agreeing to these Terms of Use, including by your use of the Online Services, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use any of the Online Services.

General

All material on the Online Services is information of a general nature and does not address the circumstances of any particular building, system, configuration or product, nor is it intended to provide advice on the installation of a product in a specific location. Nothing on the Online Services constitutes specific product installation advice, nor does any information on the Online Services constitute a comprehensive or complete statement of the matters discussed or the law relating thereto. No action should be taken or omitted to be taken in reliance upon information on the Online Services. Advice from a suitably qualified professional should always be sought in relation to any particular matter or circumstance.

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 Online Services thereafter.

Your continued use of the Online Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Online Services so you are aware of any changes, as they are binding on you.

Accessing the Online Services and Account Security

Potter grants to you a personal, world-wide, royalty-free, non-assignable, non-exclusive, and revocable license to access and use the Online Services for the sole purpose of enabling you to monitor Potter products or systems that you install as a Potter dealer, including, as applicable and without limitation, the Intellicom communicator units, as provided by Potter in the manner permitted by these Terms of Use.

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

You are responsible for both:

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

To access certain areas of the Online Services, you may be asked to create a user account and provide personal information, including but not limited to your e-mail address, passwords, your name, and your address. It is a condition of your use of the Online Services that all the information you provide on the Online Services is correct, current and complete. You agree that all information you provide to register with the Online Services or otherwise, including, but not limited to, through the use of any interactive features on the Online Services, is governed by these Terms of Use and our Privacy Policy, and you consent to all actions we take with respect to your information consistent with these Terms of Use and 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 the Online Services or portions of it using your user name, password, or other security information. You agree to accept responsibility for all activities that occur under your account, user name, or password. 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.

From time to time, Potter may restrict your access to some parts of the Online Services, or all of the Online Services, due to, for example, bandwidth limitations, usage limitations, storage limitations, download limitations, and other limitations. 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.

Payment and Remedies

Potter will supply you with an invoice each calendar month, in arrears and without proration, for all activated Intellicom Advanced Gateway units. The first month of service is to begin the date a unit has been activated with Potter. Subsequently, when a unit is deactivated the following month there will be a final network charge for such unit equal to the monthly service fee. Payments are delinquent if not received by Potter by the due date shown on the monthly invoice. In the event payment is not received on or before the due date, Potter may, at Potter's option, charge you interest at the rate of 1.5% percent per month, or the maximum rate permitted by applicable law. **POTTER MAY SUSPEND OR TERMINATE ONLINE SERVICES ON ACCOUNTS THAT REMAIN UNPAID 45 DAYS BEYOND THE**

INVOICE DUE DATE. TERMINATION OF ONLINE SERVICES WILL PRECLUDE CELL SIGNALS FROM BEING SENT TO CENTRAL STATIONS AND MAY DELAY NOTIFICATION TO APPLICABLE EMERGENCY RESPONDERS. Potter shall have no liability of any kind to you or the end user if the Online Services are suspended or terminated for nonpayment. If an account is disconnected for nonpayment, a fee per Intellicom Advanced Gateway unit will be charged as a reconnection fee. In the event of non-payment on an account you will be responsible for any collection costs and attorney fees incurred as a result of debt collection efforts. All amounts due Potter, including disputed amounts, must be paid to Potter on or before the due date set forth on the invoice. You must provide Potter with written notice of any disputed charges within thirty (30) days after the invoice date.

Intellectual Property Rights

The Online Services and their 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 Potter, 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.

Notwithstanding the foregoing, between you and Potter, information that you submit or upload to the Online Services or that is accessible on the Online Services through the Potter products or systems you install and connect to the Online Services as a Potter dealer, including, without limitation, custom programming databases, panel activity, end user information, and testing results (“*Dealer Data*”), is owned by you, but remains subject to our Privacy Policy when accessible through the Online Services. You consent to all actions we take with respect to your information consistent with these Terms of Use and our Privacy Policy. You hereby grant Potter a world-wide, royalty-free, non-exclusive, and irrevocable license to access and use Dealer Data in an aggregate and de-identified manner. Further, you hereby grant Potter a world-wide, royalty-free, non-exclusive, and irrevocable license to access and use historical, usage, connectivity and other reported data generated from your Potter products or systems to share such data with your end users or owners of the building with such Potter products or systems upon request. You represent and warrant that you have obtained, and will maintain at all times, all third-party permissions, rights, and consents required to license such Dealer Data to Potter as contemplated by these Terms of Use. You acknowledge and agree that you are responsible for the completeness and accuracy of the Dealer Data that you submit or upload to the Online Services and that Potter may rely on such Dealer Data.

These Terms of Use permit you to use the Online Services solely to view information about the products and services offered by Potter for your informational use or as expressly authorized by Potter. 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 Online Services, 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.
- You may print or download one copy of a reasonable number of pages of the Online Services for your own non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, including, without limitation, the App, you may download a single copy to your computer or mobile device solely for your own non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Online Services.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Online Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Online Services in breach of the Terms of Use, your right to use the Online Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have in your possession or control. Nothing contained on the Online Services should be construed as granting, by implication or otherwise, any license or right to use any trademark displayed on the Online Services without the prior express written permission of Potter. Your misuse of the trademarked name or logo of Potter, or any menus, labels, or other content of the Online Services, is strictly prohibited. You are also advised that Potter will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution. Potter reserves all rights pertaining to the Online Services.

Trademarks

Potter's name, its trademarks, the Potter logo and all related names, logos, product and service names, designs and slogans are trademarks of Potter or its affiliates or licensors. You must not use such marks without the prior express written permission of Potter. All other names, logos, product and service names, designs and slogans on the Online Services are the trademarks of their respective owners.

Prohibited Uses

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

- 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 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 that does not comply with Potter's content standards or these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Potter, a Potter employee, another user, or any other person or entity (including, without limitation, by using email 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 Online Services, or which, as determined by us, may harm Potter or users of the Online Services, or expose them to liability.

Additionally, you agree not to:

- Use the Online Services in any manner that could disable, overburden, damage, or impair the Online Services or interfere with any other party's use of the Online Services, including their ability to engage in real time activities through the Online Services.
- Use any robot, spider, or other automatic device, process, or means to access the Online Services for any purpose, including monitoring or copying any of the material on the Online Services.
- Use any manual process to monitor or copy any of the material on the Online Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Online Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Online Services, the server on which the Online Services are stored, or any server, computer, or database connected to the Online Services.
- Attack the Online Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Online Services.

Copyright Infringement

You should assume that everything you see, read or access on the Online Services is copyrighted and owned by Potter unless otherwise noted, and may not be used except as provided in these Terms of Use without the prior express written permission of Potter. If you believe that your work has been copied and is accessible on the Online Services in a way that constitutes copyright infringement, you may notify Potter by providing us with the following in writing:

- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Potter to locate the material;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is infringing and not authorized;
- A statement, 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; and
- The electronic or physical signature of the copyright owner or a person authorized to act on the copyright owner's behalf.

Potter reserves the right to remove content alleged to be infringing without prior notice and at Potter's sole discretion, without liability to You. To submit a notification of claimed infringement, please contact Potter's designated agent at the following address:

Potter Electric Signal Company, LLC
13723 Riverport Drive, 3rd Floor
St. Louis, MO 63043
Attn: Webmaster

Reliance on Information Posted

The information presented on or through the Online Services 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 Online Services, or by anyone who may be informed of any of their contents.

The Online Services may include 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 Potter, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Potter. 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 Online Services

We may update the content on the Online Services from time to time, but their content is not necessarily complete or up-to-date. Any of the material on the Online Services 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 Online Services

All information we collect on the Online Services is subject to our Privacy Policy. By using the Online Services, 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 Online Services or other transactions for the sale of goods formed through the Online Services, or resulting from visits made by you, are governed by these Terms of Use unless expressly governed by any other terms and conditions of sale.

Linking to the Online Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, 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 prior express written consent.

Links from the Online Services

If the Online Services contain 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 the Online Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Online Services is based in the State of Missouri in the United States. We make no claims that the Online Services or any of their content are accessible or appropriate outside of the United States. Access to the Online Services may not be legal by certain persons or in certain countries. If you access the Online Services 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 Online Services 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. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 ONLINE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE ONLINE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED TO THEM.

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

TO THE FULLEST EXTENT PROVIDED BY LAW, POTTER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

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

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL POTTER, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE ONLINE SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE

ONLINE SERVICES OR SUCH OTHER WEBSITES OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, 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 limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the site.

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

Indemnification

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

Governing Law and Jurisdiction

All matters relating to the Online Services 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 State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Online Services shall be instituted exclusively in the federal courts of the United States District Court for the Eastern District of Missouri or the courts of the State of Missouri sitting in Saint Louis County, 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.

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 ONLINE SERVICES 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 Potter of any term or condition set out 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 Potter 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 and our Privacy Policy constitute the sole and entire agreement between you and Potter regarding the Online Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the Online Services.

Communications

You consent to receive electronic communications from Potter and you acknowledge that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

Your Comments and Concerns

The Online Services are operated by Potter Electric Signal Company, LLC, 13723 Riverport Drive, 3rd Floor, St. Louis, MO 63043.

All other feedback, comments, requests for technical support and other communications relating to the Online Services should be directed to: webmaster@PotterSignal.com.