

## Website Terms of Use

Last Modified: August 29, 2017

**Acceptance of Terms of Use.** This is an agreement between Strategic Commercial Realty, Inc., d/b/a Rawson Materials, the owner and operator of <http://www.rawsonmaterials.com> (the "Site"), and you, a user of the Site. By using the Site you acknowledge and agree to these Terms of Use and the Privacy Policy, which can be found at [www.rawsonmaterials.com/RM\\_Privacy\\_Policy\\_05162017.pdf](http://www.rawsonmaterials.com/RM_Privacy_Policy_05162017.pdf) and is incorporated by reference. If you choose to not agree with any of these terms, you may not use the Site.

**Changes to Terms of Use.** It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site. We may revise these Terms of Use at any time without notice to or consent from you. If you have any questions regarding or related to these Terms of Use, please [contact us](#) directly.

### Use of Site

**License.** During the term of this agreement, we grant you a limited, non-exclusive, non-transferable license to access the Site for your personal and non-commercial use in accordance with the Terms of Use.

**Intellectual Property Rights.** The design, trademarks, service marks, and logos of the Site ("Marks"), are owned by or licensed to us, subject to copyright and other intellectual property rights under United States, foreign laws and international conventions. We reserves all rights not expressly granted in and to the Site. You agree to not engage in the use, copying, or distribution of any of the Site other than expressly permitted.

**User Conduct.** You may not engage in any of the following prohibited activities:

- copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated "scraping",
- using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site,
- transmitting spam, chain letters, or other unsolicited email,
- attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site,
- taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on Site infrastructure,
- uploading invalid data, viruses, worms, or other software agents through the Site,
- collecting or harvesting any personally identifiable information, including account names, from the Site,
- using the Site for any commercial solicitation purposes,
- impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity,
- interfering with the proper working of the Site,
- accessing any content on the Site through any technology or means other than those provided or authorized by the Site, or
- bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein.

**Links.** The Site may contain links to third-party websites or resources. You acknowledge and agree that we are not

responsible or liable for: (i) the availability or accuracy of such websites or resources, or (ii) the content, products, or Uses on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by us of those websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

**Third Party Content.** Through the Site, you may have the ability to access and/or use content provided by third parties. We cannot guarantee that such third party content will be free of material you may find objectionable or otherwise. We disclaims any responsibility or liability related to your access or use of any third party content.

**Privacy.** For information about how we collect, use, and share your information, please review our [Privacy Policy](#). You agree that by using the Site you consent to the collection, use, and sharing (as set forth in the [Privacy Policy](#)) of such information, including the transfer of this information to the United States and/or other countries for storage, processing, and use by us.

**Copyright Policy.** We respect the intellectual property rights of others and expects users of the Site to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please [contact us](#) and provide us with the following information in accordance with the Digital Millennium Copyright Act:

- a physical or electronic signature of the copyright owner or a person authorized to act on their behalf,
- identification of the copyrighted work claimed to have been infringed,
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material,
- your contact information, including your address, telephone number, and an email address,
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and
- a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

**Trademarks.** Our name and logo are trademarks, and may not be copied, imitated or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons and scripts are Use marks, trademarks, and trade dress of the Company, and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

**Promotions.** Some users may promote competitions, promotions, prize draws and other similar opportunities on the Site ("Third Party Competitions"). The Company is not the sponsor or promoter of these Third Party Competitions and does not bear any responsibility or liability for the actions or inactions of any third parties who organize, administer or are otherwise involved in any of promotion of these Third Party Competitions. If you wish to participate in any of these Third Party Competitions, you are responsible for reading and ensuring that you understand the applicable rules and any eligibility requirements and are lawfully able to participate in such Third Party Competitions in your country of residence. If you wish to run your own Third Party Competition on the Platform, you are free to do so provided you comply with our Competition Terms.

## **Termination**

***Termination upon Notice.*** Either party may terminate this agreement at any time by notifying the other party.

***Termination by the Company.*** We may terminate or suspend your access to or ability to use the Site immediately,

without prior notice or liability, for any reason or no reason, including breach of this agreement.

**Effect of Termination.** Upon termination of your access to or ability to use the Site, your right to use or access the Site will immediately cease.

**Survival of Provisions.** This agreement's provisions that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Site shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to us or any third party.

**Disclaimers.** The Site is provided "as is," without any warranties of any kind. To the fullest extent permissible under applicable law, we disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

**Limitation of Liability.** To the fullest extent permitted by applicable law in no event shall we be liable for:

- any direct, special, indirect or consequential damages, or
- any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Site, including without limitation any damages caused by or resulting from reliance by user on any information obtained from Site, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance.

**Indemnification.** You agree to defend, indemnify and hold harmless Strategic Commercial Realty, Inc., d/b/a Rawson Materials, its subsidiaries and affiliated companies, and their officers, directors, employees, contractors and agents from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees and costs) and all amounts paid in settlement arising from or relating to use of the Site. We may assume the exclusive defense and control of any matter for which users have agreed to indemnify us and you agrees to assist and cooperate with us in the defense or settlement of any such matters.

**Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws rules.

**Feedback.** We welcome any comment, question and communication via telephone at (860) 963-6584 or via email at [info@rawsonmaterials.com](mailto:info@rawsonmaterials.com)