

Wi-Tronix Terms of Use and Privacy Policy

Last updated: September 25, 2017

1. These terms and conditions describe the agreement between you and Wi-Tronix, LLC (Agreement) related to your access and use of www.wi-tronix.com (Site) and how information about you is used and shared. In this Agreement, Wi-Tronix means Wi-Tronix, LLC, an Illinois limited liability company, its members, officers, agents, employees, affiliates, successors, and assigns (referred to in this Agreement as Wi-Tronix, we, or us). By accessing or otherwise using the Site, you agree to the terms and conditions of this Agreement. In addition, if you are a customer of Wi-Tronix and have authority to log onto the Wi-Tronix customer private website, then you additionally agree to be bound by the provisions about this Site in the customer-specific contract between your employer and Wi-Tronix. If you do not agree, or are legally unable to agree, to this Agreement, exit this page and do not use the Site.
2. **Updates to Agreement.** We may update or change this Agreement from time to time by posting the revised Agreement on the Site. The revised Agreement is effective immediately upon posting. You agree to be bound by any such revisions. You should periodically visit this page to determine the current terms of our agreement.
3. **Public Website and Content.** Wi-Tronix provides the information contained in the publicly accessible portion of the Site (Public Content) for informational purposes only. The Public Content was accurate at the time it was written. Wi-Tronix strives to keep the Public Content current but cannot guarantee its ongoing accuracy. Services described on general information pages of the Site are illustrative of services Wi-Tronix offers and provides. Actual services and products may vary from the descriptions shown and are subject to individual contracts.
4. **Site Accessibility and Security.** You are responsible for obtaining and maintaining all data lines, computer software and hardware, and other equipment needed to access and use this Site. Wi-Tronix will not be liable for any damages to, or viruses that might infect, your computer or other property as a result of your use of the Site. You acknowledge there may be interruptions in Internet service beyond Wi-Tronix's control, and Wi-Tronix will not be responsible for any data lost during Internet transmissions. While it is Wi-Tronix's intention to make this Site accessible 24 hours per day, 7 days per week, you acknowledge that this Site may be interrupted, suspended, or terminated from time to time. Wi-Tronix will not be responsible for your inability to access the Site.
5. **Intellectual Property.** The Site contains the intellectual property of Wi-Tronix, including trademarks, logos, text, video, graphics, and software, which are protected by registered trademarks, patents, and copyrights under the laws of the United States, other countries, and international laws and treaties. Wi-Tronix grants you a limited, non-exclusive license to browse, to download onto your computer, and to otherwise access the Site. By downloading the material, you do not acquire any ownership interest or rights to the trademarked, patented, and copyrighted works. You may not publish, copy, transmit, modify, link, create derivative works, or in any other way use, display, or exploit the contents of the Site in whole or in part without express written permission from Wi-Tronix. If you are granted written permission to copy, transmit, publish, or link to the copyrighted and trademarked materials, you may not make any changes or deletions and you must attribute Wi-Tronix as the source of the material. You are prohibited from deep-linking into the Site without written permission from and attribution to Wi-Tronix. You agree that a breach of this intellectual property provision may result in injuries to Wi-Tronix that may not be recovered by payment of damages alone. You agree that Wi-Tronix may seek equitable relief from any breach or threatened breach of this intellectual property provision, and you

waive the requirement for Wi-Tronix to post any bond or other security for any injunction or restraining order Wi-Tronix obtains. You agree that Wi-Tronix shall be entitled to court costs and attorneys' fees under this intellectual property provision.

6. **Claims of Copyright Infringement.** We respect the intellectual property rights of others. If you are a copyright owner or an owner's agent and find content on the Site that you believe infringes on your copyright(s), you may submit notice in accordance with the Digital Millennium Copyright Act. Notice should be sent to:

Michael D. Heilmann
Wi-Tronix, LLC
631 E. Boughton Rd., Suite 240
Bolingbrook IL 60440
mheilmann@Wi-Tronix.com

7. **Privacy and Security of Your Personal Information.** Wi-Tronix appreciates that you care how information about you is used and shared. Before you share any personally identifiable information with Wi-Tronix, please be aware of how we collect, use, store, and share information.

- a. Types of Information about Users Gathered by Wi-Tronix. The information we gather about users of this Site enables us to provide you with the services and products you seek and helps us personalize and continually improve our services. Here are the types of information we gather:

- i. *Information You Give Us on the Public Website:* We receive and may store any information you enter on the Site or provide us in any way. For example, you provide us with information when you submit an inquiry, download a document, sign up or log in as a customer to the private portion of the Site, or interact with the Site in other ways. We may ask you to provide us with certain personally identifiable information, such as your name, email address, employer, or interests. Some of the information we ask you to provide us is mandatory and some is voluntary. If you do not provide the mandatory information requested for a particular activity, you will not be permitted to participate in that activity.
- ii. *Information You Give Us on the Private (Restricted) Website:* In addition to the information listed for the public website, when you log onto the Private (Restricted) website, you will be providing a username and password, which is linked to one of our customers. As part of your activities on the Private Website, you may be providing other information, including personally identifiable information. The information you provide on the Private Website is governed not only by this Privacy Policy but also the contract between Wi-Tronix and your employer. For further information on what information is being provided, you should contact your employer.
- iii. *Automatic Information:* We receive, analyze, and store certain types of information whenever you interact with the Site. For example, we may collect the IP address used to connect your computer to the Internet, your email address, information about your browser and operating system, the Uniform Resource Locators (URLs) of the websites you visit before and after our Site, and information about how you move around our Site. We may place cookies and other anonymous identifiers on your computer to prevent fraud, to personalize your experience on our Site, to collect and store this information so that we can improve our services and products, and to market our services and products. A cookie is a small piece of information that a website can send to your browser and may then be stored on your computer's hard drive. An anonymous identifier is a random string of characters that is used for the same purposes as a cookie on platforms, including certain mobile devices, where cookie technology is not available. You may

- be able to block, delete, or disable cookies, but doing so may prevent you from taking advantage of some or all of the Site's services.
- iv. *Information from Other Sources:* We may combine information you provide us with information from third parties to correct our records, personalize your experience, or enhance our services. This may include, but is not limited to, information from Google and our service providers.
 - b. How Wi-Tronix Shares the Information It Receives. Information about our users is a critical part of our business. We will not sell that information to others, but we may share user information with others in the following ways:
 - i. *With Authorized Third Party Service Providers:* We may employ other companies and individuals to perform functions on our behalf, such as analyzing data, providing marketing assistance, and operating or hosting our Site, and we may share your personally identifiable information with these parties. We encourage our Third Party Service Providers to adopt and post privacy policies; however, the use of your personally identifiable information by such parties is subject to their privacy policies and is not subject to our control.
 - ii. *To Parent or Affiliated Companies:* We may share your personally identifiable information with our parent company, subsidiaries, or any other companies under a common control, in which case we will require them to honor this Privacy Policy.
 - iii. *In a Change of Ownership:* As we continue to develop our business, we might merge with or be acquired by another company. If this happens, the successor company could acquire the information we maintain, but personally identifiable information would remain subject to this Privacy Policy.
 - iv. *For Wi-Tronix's Protection or the Protection of Others:* We may disclose your personally identifiable information if we believe in good faith that disclosure is necessary to comply with the law or a court order or to protect the rights, property, or safety of Wi-Tronix, our users, or others.
 - c. Receipt of Emails. We will not send you third party promotional emails without your permission. However, if you provide us with your email address, you agree to receive from us administrative emails that relate to your activity on our Site, the services we provide, and announcements about new features or changes to the Site or our services. If you no longer want Wi-Tronix to contact you, you may notify us at CSM@Wi-Tronix.com with a request to remove your name and email address from our active contact list. Your personal information may remain in our historical records.
 - d. Links to Third Party Sites. The Site may contain links to third party websites. Wi-Tronix has not reviewed, and assumes no responsibility to review, any or all of the websites linked to the Site. Wi-Tronix is not responsible for the contents or privacy policy of any website linked to the Site.
 - e. Children's Privacy Issues. We do not knowingly collect or maintain information from anyone under the age of 13. Minors under the age of 18 may make inquiries on the Site only with the consent of a parent or legal guardian. Anyone making inquiries through the Site represents that he or she is 13 years of age or older and, if he or she is at least 13 but less than 18 years of age, that he or she has the consent of his or her parent or legal guardian to make such inquiries and interact with the Site. If you are aware of any instance where we have collected information from someone under the age of 13, or under the age of 18 without parent or legal guardian consent, please inform us immediately.
 - f. Security of Your Personal Information. When Wi-Tronix collects and stores your personally identifiable information, as outlined above, we use tools which may include SSL, passwords, and physical security to protect that information against unauthorized access and disclosure. Some of

that information may be stored with “cloud-based” services. When you provide us with personally identifiable information, however, you acknowledge that, even with industry standard security measures in place, third parties might unlawfully intercept or access transmissions or private communications, including stored communications.

8. **Disclaimer of Warranty and Limitation of Liability.** You expressly agree that use of the Site is at your sole risk. This Site and all content and services included on or otherwise made available to you through the Site are provided by Wi-Tronix on an “as is” and “as available” basis, unless otherwise specified in writing. Neither Wi-Tronix nor any of its third party content providers or licensors make any representations or warranties of any kind, express or implied, as to the operation of the Site or the content or services made available to you through the Site. Wi-Tronix does not warrant that the Site, content or services made available through the Site, or its servers are free of viruses, Trojan horses, malware, or other harmful components. Wi-Tronix will not be liable for any damages of any kind arising from or related to your use of the Site, including but not limited to direct, indirect, incidental, special, consequential, and punitive damages, even if we have been advised of the possibility of such damage.
9. **Indemnification.** You agree to defend, indemnify, and hold harmless Wi-Tronix, its affiliates, and their respective members, directors, officers, employees, contractors, and agents from and against all claims and expenses, including attorney fees, arising out of your use of the Site.
10. **Dispute Resolution.** You agree that this Agreement will be interpreted under the laws of the State of Illinois without reference to its conflict of laws provisions. The parties agree that, as to any dispute arising out of or related to this Agreement, except as permitted by Section 5 above, the parties will submit such dispute to an impartial mediator located in Will County, Illinois for resolution. If the parties are unable to resolve the dispute by mediation, then the parties may bring an action in a court located in Will County, Illinois or, if a federal action, in the Northern District of Illinois. You hereby consent and agree to submit to the jurisdiction of and venue in such courts and waive any argument of forum non conveniens.
11. **Completeness and Severability.** This Agreement constitutes the entire agreement between the parties regarding the public portion of the Site. No waiver by Wi-Tronix of any breach or default of this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in this Agreement are for convenience only and are in no way intended to interpret or limit the scope or intent of this Agreement. If a provision of this Agreement or the application of the provision to any person or circumstance is deemed invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will be enforceable to the fullest extent permitted by law.
12. **Private Website.** Wi-Tronix provides access via a written contract with its customers to private and restricted web pages that are protected from public access and viewing. Only customers with authorized user names and passwords may log onto these pages. Unauthorized access to the private website is prohibited by this Agreement and any unauthorized access may violate the Computer Fraud and Abuse Act as well as other statutes. The private website pages are subject to the provisions relating to the public website as well as additional terms and conditions provided in individual contracts and agreements. Those terms and conditions may be periodically updated via contract changes or via release notes made available with software updates. The private website pages may include links to third party sites or information provided by third party sites such as weather and earthquake information. Wi-Tronix is not responsible for the content of the website pages linked to the Site. Wi-Tronix does not

and cannot guarantee that information from third party sites is available or accurate at all times and disclaims all liability for any failure of a third party to provide accurate and timely information.

13. **Contacting Us.** You may contact us at any time about this Agreement by emailing us at CSM@Wi-Tronix.com. Any communication you send to Wi-Tronix by email or otherwise is, and will be treated as, non-confidential and non-proprietary