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Changes to these Terms apply to your use of the Portal Site.

You agree you are not a minor.

You agree to use the Portal Site in a professional and lawful manner consistent with these Terms.

Modification of These Terms. We reserve the right in our sole discretion to change, modify, add, or remove the terms, conditions, and notices under which the Portal Site is offered. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of this Portal Site following the effective date of changes to these Terms or other policies means you accept and consent to the changes.

No Unlawful or Prohibited Use. The Portal Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Portal Site and the services offered by the Portal Site are not available to minors. If you do not qualify, stop using the Portal Site immediately.

As a condition of your use of the Portal Site, you warrant to us that you will not use the Portal Site for any purpose that is unlawful or prohibited by these Terms, conditions, and notices. You will comply with all applicable laws, including but not limited to, privacy laws, intellectual property laws, export control laws, regulatory requirements, etc. You will use the Portal Site in a professional manner, and you may not use the Portal Site in any manner that could damage, disable, overburden, or impair the Portal Site or interfere with any other party's use and enjoyment of the Portal Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Portal Site.

In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third parties. For this notice we may be contacted at:

**Schindler Elevator Corporation
20 Whippany Road
Morristown, USA**

You will not use automated means to monitor or copy the Portal Site or its contents and will not interfere with the proper working of the Site.

You will not provide information or content which contains viruses, worms, or similar malicious material.

Attn: Michael Maloy, Privacy Officer
Telephone: 1-973-397-6094
Email: michael.maloy@schindler.com

You will not use any robot, spider, other automatic device, or manual process to monitor or copy the Portal Site or the contents or information contained therein without our prior express written consent. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal Site or any transaction being conducted through the Portal Site. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any information in which you have an ownership interest) from the Site without our prior express written consent or the appropriate third party.

The information you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

If applicable, you may not permit anyone other than yourself to use your username or password to gain access to the Portal Site. You will take reasonable steps to maintain the privacy of your username and password and to prevent unauthorized access to or disclosure of your username and password.

Links To Third Party Sites. The Site may contain links to other web sites ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. By providing these links, we do not endorse, sponsor or recommend such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site. We are not responsible for webcasting or any

We disclaim certain liability regarding the Portal Site and/or the accuracy or reliability of its contents.

There are limits on our legal liability as related to the Portal Site.

other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. We reserve the right to disable links from any third party sites to the Site.

Disclaimers and Limitation of Liability. You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account.

The Portal Site and the materials located on or through the Portal Site are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal, financial, or other professional advice or service. The information or materials contained in or through the Portal Site are based upon sources believed to be accurate and reliable; and we have exercised reasonable care to assure the accuracy of the information. However, we make no representation or warranty as to the accuracy, completeness or timeliness of the information or materials. The information and material on this Portal Site should not be relied upon or used as a basis for making significant decisions without consulting primary or more accurate, more complete or timelier sources of information. Any reliance on the information or material on this Site is at your own risk. **ADVICE RECEIVED VIA THE PORTAL SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PORTAL SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION,

SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PORTAL SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES OR OTHER COMMUNICATIONS YOU SEND US, OR FOR ANY INFORMATION, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE PORTAL SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE PORTAL SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PORTAL SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PORTAL SITE.

We cannot ensure your satisfaction with your use of the Portal Site.

Electronic Communications Privacy Act Notice (18 U.S.C. 2701-2711). WE MAKE NO GUARANTY OF CONFIDENTIALITY OR

We may prohibit your use of the Portal Site.

PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE PORTAL SITE OR ANY WEB SITE LINKED TO THE PORTAL SITE. WE WILL NOT BE LIABLE FOR THE PRIVACY OF THE INFORMATION, E-MAIL ADDRESSES, REGISTRATION AND IDENTIFICATION INFORMATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT TRANSMITTED OVER NETWORKS ACCESSED BY THE PORTAL SITE, OR OTHERWISE CONNECTED WITH YOUR USE OF THE PORTAL SITE.

If for any reason any portion of the Portal Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond our reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Portal Site, we reserve the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any other individual or entity from using the Portal Site, and to cancel, terminate, modify or suspend the Portal Site or any portion thereof and void such information.

You also agree that we are not responsible or liable in any way for injury, loss or damage to your computer related to or resulting from use of the Portal Site or any sites, services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Portal Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

Although we intend that product descriptions contained in the Portal Site be current and accurate, we make no warranty or representation that descriptions of products in the Portal Site are accurate, complete, current, or reliable in any or all respects.

We reserve the right to cancel or modify purchases or order for services when we reasonably believe that a customer has engaged in fraudulent or inappropriate activity or under other

While we hope to limit them, the Portal Site may contain errors or omissions.

The services available through the Portal Site may not be available in your country.

circumstances where it appears that the purchase order contains or resulted from a mistake or error.

The Portal Site may contain technical inaccuracies, typographical errors, or omissions. We are not responsible for any typographical, photographic, technical or pricing errors listed on our Portal Site. We reserve the right to make changes, corrections and/or improvements to the Portal Site, and to the products and programs described in such information, at any time without notice as described above in Modification of These Terms.

The services described in and available through the Portal Site may not be available in your country. We make no representation that the services offered in the Portal Site are appropriate or available for use in any particular location. Those who choose to access the Portal Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Portal Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Portal Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Company its owners, partners, officers, directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties") may rely upon such representation. Services described on the Portal Site are not intended for sale (i) into (or to a national or resident of any country that is subject to a U.S. or U.N. embargo or sanction or to anyone on the US Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the US Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

You agree to indemnify us for any Claims resulting in any way from any violation of these Terms or the services provided to you as part of the Portal Site.

Indemnification. You agree to indemnify, defend and hold harmless the Company and its owners, partners, officers, directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties"), from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising or resulting in any way from any violation of these Terms, your use or activity on the Portal Site, the services provided to you by of the Company through the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the Company or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. Without limiting the foregoing, if you cause a technical disruption of the Site or the systems transmitting the Portal Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you

We may terminate your access to the Portal Site in our sole discretion.

Governing Law

These Terms are the entire agreement between you and us with respect to the Portal Site.

Termination/Access Restriction. We reserve the right, in our sole and absolutely discretion, to terminate your access to the Site and the related services or any portion thereof at any time, for any reason, without notice to you. This includes but is not limited to instances where you may show disregard for the Terms or act in an unacceptable manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in our sole and absolute discretion.

Governing Law. To the maximum extent permitted by law, these Terms are governed by the laws of New Jersey and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey in all disputes arising out of or relating to the use of the Site. You also agree that any action at law or in equity arising out of or relating to the Terms shall be filed only in the United States District Court for the District of New Jersey. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Use of the Portal Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

General Terms. The following general terms apply to you and your use of the Portal Site:

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us because of these Terms or use of the Portal Site.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Portal Site or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein or agreed to by the user, these Terms constitute the entire agreement between the user and the Company with respect to the Portal Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Portal Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Invoicing and Payment. You agree that you will pay for all goods and services that you purchase or order from the Company.

In the event that you purchase goods or services from the Company or open an account with us, you are responsible for providing us with valid, accurate, and updated payment and account information. You are responsible for notifying us of any changes to such information.

By providing us with the above payment and account information you authorize the Company to charge such account for the goods or services listed on your contract or purchase order.

Copyright and Trademark Notices

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<p><i>You may contact us.</i></p>	<p>respective owners. Any rights not expressly granted herein are reserved.</p> <p><u>How to Contact Us.</u> If you have any questions regarding this Policy, your privacy, or our policies in the event of a compromise of your information, you may contact us at:</p> <p>Schindler Elevator Corporation 20 Whippany Road Morristown, USA</p> <p>Attn: Michael Maloy, Privacy Officer Telephone: 1-973-397-6094 Email: michael.maloy@schindler.com</p>
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