

## **COMPANY TERMS OF USE**

Welcome to the website, mobile experiences, and other online services (collectively, the “Site”) operated by VanTran Industries LLC (the “Company”). These Terms of Use (the “Terms”) form a legally binding contract between you and the Company governing your access to and use of the Site and any content, functionality, and services offered on or through it (collectively, the “Services”).

By accessing or using any part of the Services you (a) represent that you are at least 18 years old and able to form a binding contract, and (b) agree to be bound by these Terms and our Privacy Policy (collectively, the “Agreement”). If you do not agree, do not access or use the Services.

### **1. Updates to the Agreement**

We may modify these Terms at any time. Material changes become effective after we post an updated version with a new “Effective Date” banner at the top of this page or otherwise notify you (e-mail, pop-up, or banner). Your continued use of the Services after the Effective Date means you accept the revised Terms.

### **2. License and Permitted Use**

The Company grants you a limited, revocable, non-exclusive, non-transferable license to access and make personal or internal business use of the Services as they are offered, solely in accordance with this Agreement. All rights not expressly granted are reserved by the Company and its licensors.

You must not:

- a. copy, frame, mirror, scrape, or data-mine the Site or any content;
- b. reverse-engineer, decompile, or disassemble any software or security feature;
- c. use any automated means (robots, spiders, etc.) to access the Services without our prior written permission (you must observe our robots.txt);
- d. upload or transmit malicious code;
- e. interfere with another user’s access or attempt to gain unauthorized access to any portion of the Services or the Company systems;
- f. use the Services for any unlawful, misleading, defamatory, or fraudulent purpose;
- g. use the Company name, logo, or other trademarks without our express written consent.

### **3. Account Registration (if applicable)**

You may have to create an account to use certain features. You agree to provide accurate information, keep it current, maintain the confidentiality of your credentials, and promptly notify us of any unauthorized use. You are responsible for all activities under your account.

#### **4. User Content**

"User Content" means any content that you upload, post, or transmit through the Services (e.g., reviews, images, chat messages).

*License.* You grant the Company a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to host, store, use, reproduce, modify, create derivative works from, publish, publicly display, and distribute your User Content in any media for any business purpose. You retain all other rights in your User Content.

*Representations.* You represent that you own or control all rights in your User Content and that the posting and use of it on or through the Services does not violate any third-party right or law. Do not post any personal information about others without their consent.

#### **5. Intellectual-Property Ownership**

The Site, Services, and all content and software therein (excluding User Content) are the property of the Company or its licensors and are protected by copyright, trademark, and other laws. Nothing herein transfers any ownership rights to you. All trademarks not owned by the Company are the property of their respective owners.

#### **6. Third-Party Content and Links**

The Services may contain links to or integrations with third-party sites, software, or services ("Third-Party Services"). The Company does not endorse and is not responsible for Third-Party Services or their content. Use them at your own risk and review their terms and policies.

#### **7. Messaging & Live-Chat Features**

If you use any live-chat or messaging feature, you agree to: (a) communicate respectfully and lawfully; (b) not send commercial solicitations or spam; (c) not harass, threaten, or abuse the Company representatives or others.

We may monitor, record, and remove your communications, and may suspend or terminate access for violations.

#### **8. Accessibility Commitment**

The Company strives to make the Services accessible to all users and endeavors to conform to the Web Content Accessibility Guidelines 2.1 (WCAG 2.1) at Level AA. Please contact us at [legal@mgmtransformers.com](mailto:legal@mgmtransformers.com) with feedback or questions.

#### **9. Indemnification**

You will defend, indemnify, and hold harmless the Company, its affiliates, directors, employees, and agents from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) your User Content; (b) your violation of this Agreement or of any law or the rights of a third party; or (c) your misuse of the Services.

## **10. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ANY CONTENT IS ACCURATE, RELIABLE, OR COMPLETE.

## **11. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY’S AGGREGATE LIABILITY EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages or warranties, so the above may not apply to you to the extent prohibited by law.

## **12. Dispute Resolution and Arbitration**

Please read this section carefully. It affects your legal rights.

- a. Informal Resolution. Before initiating formal proceedings, you agree to contact us at [legal@mgmtransformers.com](mailto:legal@mgmtransformers.com) and attempt to resolve the dispute informally for 30 days.
- b. Binding Arbitration. If we cannot resolve the dispute informally, any claim arising out of or relating to the Agreement or the Services shall be resolved by final, binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. Judgment on the award may be entered in any court with jurisdiction.
- c. Class-Action Waiver. YOU AND THE COMPANY AGREE THAT CLAIMS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- d. Opt-Out. You may opt out of arbitration (and the class-action waiver) within 30 days of the Effective Date or your first use of the Services (whichever is later) by sending an e-mail to [legal@mgmtransformers.com](mailto:legal@mgmtransformers.com) with subject line “Arbitration Opt-Out.”

This Section 12 does not apply to (i) claims that may not be arbitrated under applicable law, or (ii) actions seeking injunctive or equitable relief for alleged intellectual-property infringement or misappropriation.

## **13. DMCA Copyright Policy**

The Company respects copyright law and expects users to do the same. If you believe content available through the Services infringes your copyright, please submit a compliant notice to our Designated Agent:

Legal Department  
5701 Smithway St.  
Commerce, CA 90040  
(323) 726-0888  
[legal@mgmtransformers.com](mailto:legal@mgmtransformers.com)

Your notice must satisfy the requirements of 17 U.S.C. §512(c)(3). We reserve the right to remove alleged-infringing content and to terminate repeat infringers.

#### **14. Termination**

We may suspend or terminate your access to the Services at any time, with or without notice, for any violation of this Agreement or for any business reason. Sections 4, 5, 9–15, and 17 survive termination.

#### **15. Governing Law**

Except to the extent pre-empted by federal law, this Agreement is governed by and construed in accordance with the laws of the State of California without regard to its conflict-of-laws principles.

#### **16. Miscellaneous**

If any provision of these Terms is held unlawful or unenforceable, that provision is severed and the remaining provisions remain in full force. Our failure to enforce any right or provision is not a waiver. These Terms constitute the entire agreement between you and the Company regarding the Services and supersede all prior agreements.

For questions, please contact [legal@mgmtransformers.com](mailto:legal@mgmtransformers.com).