

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU USE THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE THAT THE TERMS AND CONDITIONS APPLY TO AND GOVERN YOUR USE OF THIS WEBSITE. THE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

The information contained in this Website is solely for use for business and commercial purposes by residents of the United States, its territories, possessions and protectorates. If you access this Website from outside the United States, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you live. You may not use this Website for personal, family or consumer purposes.

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (these "Terms") apply to this website (this "Website"). This Website is owned, operated, licensed or controlled by Platt Electric Supply, Inc., an Oregon corporation ("Platt"). Click here to see Platt's [Terms and Conditions of Sale](#). Click here to see Platt's [Privacy Policy](#). By communicating with Platt via email, you agree that Platt may send communications electronically and that any electronic communications will constitute "written" communications.

1. AGREEMENT TO TERMS AND CONDITIONS

By accessing, visiting and/or using this Website, you, the user, (a) acknowledge that you have read and understood these Terms, and (b) agree that you will be bound by these Terms. **If you do not agree to be bound by these Terms, do not use this Website.** Platt may change these Terms at any time by posting the change to this Website. Please check these Terms periodically for changes. Your access or use of this Website after these Terms have been changed will mean that you agree to be bound by those changes. Your continued use of this Website will be subject to and governed by Platt's then-current terms. The date these Terms were last modified is set forth at the end of these Terms.

2. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

Platt will promptly process, investigate and respond to all claims of intellectual property infringement and will take appropriate action under the Digital Millennium Copyright Act and other applicable intellectual property laws. Upon receipt of a notice that complies with the Digital Millennium Copyright Act, Platt will act to promptly remove or disable access (i) to any Materials (as defined in Section 4) claimed to be infringing or claimed to be the subject of infringing activity and (ii) to any reference or link to Materials or activity claimed to be infringing. Platt will terminate access to advertisers and others who are repeat

infringers. **Send any notice of claimed copyright infringement to the email address or telephone number below:**

Designated Copyright Agent
Platt Electric Supply, Inc.
Toll-Free Telephone: (800) 257-5288
email: info@platt.com

Please include the word "copyright" in the subject line for all claims of intellectual property infringement. Direct all other questions and comments to info@platt.com.

3. SECURITY RULES

You are responsible for protecting the confidentiality of your account number, user name, and all passwords, and you agree to be responsible for all activities that occur under your account or password. You agree not to violate or attempt to violate the security of this Website, including without limitation, by (a) accessing data that is not intended for your use; (b) logging on to a server or account that you are not authorized to access; (c) probing, scanning or testing the vulnerability of any system or network related in any way to this Website without proper authorization; (d) breaching security or authentication measures without proper authorization; (e) interfering with service to any host, network, other user, including without limitation, sending unsolicited email, flooding, spamming, mailbombing, or crashing; (f) sending promotions and/or advertising products and/or services; or (g) attempting to do any of the preceding. You agree not to use a false email address, or otherwise attempt to mislead Platt or any other person about the origin of any transmission.

4. RESTRICTION ON USE OF MATERIALS

The materials that are included in or displayed on this Website, including without limitation images, illustrations, designs, catalog pages, documents, icons, photographs, video clips, text, logos, the HTML code for this Website, and other materials (collectively, the "Materials") include both registered and unregistered copyrights, trademarks, service marks, trade dress and/or other intellectual property owned or licensed by Platt. Without Platt's prior written permission, you may not (a) use the Materials on any Third Party Website (as defined in Section 9), in any advertising or publicity, or in any other way; (b) modify any of the Materials for any purpose; or (c) copy, reproduce, republish, upload, post, transmit or distribute any of the Materials in any way, *except* that you may download one copy of the Materials on any single computer for you personal, non-commercial use, provided you keep intact all copyright and other proprietary notices.

5. TRADEMARKS AND SERVICE MARKS

"Platt®" is a registered trademark of Platt. All other marks that appear throughout this Website belong to Platt or to others and are protected by United States and international trademark and copyright laws. Any use of any marks appearing in this Website without the express written permission of Platt is strictly prohibited.

6. ONLINE LIVE CHAT

"Live Chat" means an online chat function located on this Website in which visitors to this Website transmit requests and other information to representatives of Platt. By using the Live Chat, you agree that you will comply with the rules, representations and warranties regarding transmission set forth in Section 11 below. Visitors to the Live Chat will be solely responsible for the content of their messages.

7. NATURE OF INFORMATION

The information and other Materials contained on this Website has been collected and/or prepared by Platt as a service to its visitors. **While Platt has used reasonable efforts to verify that the information and other Materials on this Website is useful to its visitors, Platt does not warrant or guarantee its accuracy or timeliness.** Through this Website, Platt offers its visitors the opportunity to learn about, and register for, training classes offered by Platt. While Platt will use its best efforts to provide the education, consulting and/or coaching described in the description of each class, Platt cannot guarantee any particular outcomes. The information provided in each class is for general purposes only and may not be appropriate for all situations.

8. GENERAL DISCLAIMER OF WARRANTIES

All information and other Materials included in any page of this Website is provided "AS IS" and without warranties of any kind, either express or implied. To the maximum extent permitted by applicable law, **Platt disclaims all warranties, express and implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, course of dealing, course of performance, title and non-infringement.** Platt does not warrant that use of this Website will be uninterrupted or error free, that defects will be corrected or that this Website, any Materials or any server(s) used by Platt are free from viruses or other harmful components. **Platt does not make any representations regarding the use, validity, correctness, accuracy, reliability or truthfulness of this Website, any Materials or any sites linked to or from this Website.**

9. LINKING DISCLAIMERS AND WARNING

Platt sells products manufactured by, and offers services provided by, third parties and other persons who provide goods and/or services, and this Website may include links to Websites owned and operated by others ("Third Party Websites"). The Third Party Websites are generally created and owned by other parties and are the responsibility of those persons and not of Platt. Consequently, **Platt cannot and does not represent or warrant the validity, correctness, accuracy, reliability or truthfulness of any Third Party Websites and does not warrant that Third Party Websites will be available through the links provided.** Although Platt may periodically attempt to verify the accuracy of Third Party Websites, **neither Platt nor any of the Platt Affiliates will be liable for any inaccuracies, inclusions, exclusions, omissions, typographical errors or other inaccuracies of any information included in the Third Party Websites.** Just as when you purchase a product or service from persons listed in your telephone directory, you should exercise appropriate

discretion, good judgment and caution in relying on information in any directories and ads included in this Website and in any Third Party Websites. You bear all risk associated with the information in this Website, including all Third Party Websites, and your use of any such information is subject in all respects to these Terms. Platt reserves the right to terminate any links to other sites without notice.

10. DOWNLOADS

You may request and receive from Platt information created by Platt or by a third party, in the form of an email attachment or electronic download. Platt provides this information and other Materials as a service to its customers and is not responsible or liable for how that information interacts with your computer or software programs. Receipt of information from Platt by email or electronic download constitutes a "use" of this Website for purposes of Section 11 below.

11. LIMITATION OF LIABILITY

Under no circumstances, including without limitation negligence, will Platt be liable for any indirect, special, incidental or consequential damages, including without limitation loss of use, loss of data or lost profits, arising out of the use or inability to use this Website or the Materials, even if Platt or a Platt Affiliate (as defined in Section 18) has been advised of the possibility of such damages. If your use of this Website or the Materials results in the need for service, repair or correction of equipment, software or data, you assume all cost related to that service, repair and correction. In addition, by accessing or using this Website, you agree that Platt's maximum aggregate liability to you for all claims arising from accessing or using this Website or any Materials is limited to the greater of (a) the amount you paid for the course or product giving rise to the claim; and (b) \$50.

12. TRANSMISSIONS

Platt will treat all messages, materials, information or ideas (the "Transmission") you transmit to this Website, including without limitation on any Live Chat, by any means, as non-confidential and non-proprietary, and Platt may use or disclose those Transmissions for any purpose, including without limitation developing, manufacturing and marketing goods and/or services. However, Platt will handle all personal information provided to Platt in the manner provided in Platt's [Privacy Policy](#). By sending any Transmission to this Website, you agree that (a) the Transmission does not (i) violate any law, regulation or third party right; (ii) contain any nudity, pornographic or other adult materials; (iii) contain any obscenities or materials that libels, slanders or defames any person, facility or product; (iv) invade the privacy of any person, infringe the proprietary rights of any person, constitute an unfair or improper trade practice or other wrongful business conduct; (v) contain any instructions or discussions about illegal activities; (vi) encourage or promote any illegal activity or racism; (v) promote or utilize software or services designed to deliver unsolicited e-mail or to circumvent protective technologies in violation of law; or (b) you will not impersonate another person. By sending any Transmission to this Website or to us, you automatically grant (or warrant that the owner of such rights has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt,

publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed. In addition, you warrant that all "moral rights" in those Transmissions have been waived.

13. NO LICENSE

Except as expressly provided otherwise in these Terms, nothing in this Website, including these Terms, grants, by implication, estoppel or otherwise, any license or right to use any Materials without the prior written permission of the owner of the Materials.

14. TAXES

Unless you provide Platt with a valid and correct tax exemption certificate applicable to any goods or services provided by Platt or through this Website, you, the user, will be responsible for all sales and other taxes associated with those goods and/or services, however designated, except for taxes on Platt's net income.

15. UNITED STATES GOVERNMENT RESTRICTED RIGHTS

The Materials on this Website are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure of any Materials by the United States Government is subject to restrictions as provided in applicable law and regulations. Use of any Materials by the United States Government constitutes its acknowledgment of Platt's proprietary rights in them.

16. PRIVACY

It is Platt's policy to respect the privacy of all visitors to this Website. For more information about Platt's Privacy Policy, please refer to our [Privacy Policy](#).

17. GOVERNING LAW

These Terms and all claims, disputes and controversies that may arise in connection with these Terms and this Website will be governed by the internal laws of the State of Oregon without regard to its choice of law rules. In no event will these Terms or any claims, disputes or controversies in connection with these Terms or this Website be governed by any international treaty or convention, including without limitation, the Convention for the International Sale of Goods.

18. ARBITRATION

Any claim, dispute or controversy (whether in contract, tort or otherwise, whether statutory, common law or equitable and whether pre-existing, present or future) against Platt, its agents, employees, affiliates, successors and assigns (collectively, the "Platt Affiliates"), relating to these Terms and/or this Website will be resolved by binding arbitration administered by the Arbitration Service of Portland (the "ASP") under its arbitration rules then in effect or if it is unavailable for any reason, by the American Arbitration Association under its Commercial Arbitration Rules. You may obtain a copy of the ASP rules by writing to the ASP at 620 SW 5th Avenue, Portland, Oregon 97204 or by sending a request via email to arbserve@spiritone.com or via telephone at 1-503-226-3109. Any arbitration will be conducted before a single neutral arbitrator and will be limited solely to the dispute between you, the user, and Platt. The arbitration will be conducted in Portland, Oregon, or by

telephone or online. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

19. JURISDICTION

This Website is controlled and operated from Platt's offices within the State of Oregon. If any claim, dispute or controversy is not subject to binding arbitration as provided in the preceding section, you agree that the exclusive jurisdiction for such claim, dispute or controversy relating to this Website, including these Terms, will be the state and federal courts located in Portland, Oregon, that you will not file any action or proceeding in any other jurisdiction; and that you waive any argument that Portland, Oregon is an inconvenient forum.

20. HEADINGS

The section headings used in these Terms are for convenience of reference only, do not affect the construction or interpretation of the text of these Terms, and are not part of these Terms.

21. SEPARATE AGREEMENTS

If any provision of these terms and conditions is unlawful, void or unenforceable for any reason, then that provision will be deemed to be deleted from these terms and conditions and such deletion will not affect in any way the remaining provisions in these terms and conditions.

22. ENTIRE AGREEMENT

This is the entire agreement between you and Platt relating to the subject matter of these Terms. These Terms may not be modified in any way except in a writing signed by both you and a duly authorized officer of Platt.

23. OTHER TERMS AND CONDITIONS

These Terms apply to all uses of this Website unless you and Platt have signed a separate formal contract, in which case, that separate agreement will govern to the extent it conflicts with these Terms.

24. NOTICES, QUESTIONS, COMMUNICATIONS

If you wish to contact Platt, please direct all inquiries (except for claims of copyright infringement) to editor@platt.com or telephone Platt at (800) 257-5288. Send all notices, questions and communications regarding copyright infringement in the manner specified in Section 2 above.

LAST UPDATED: Jan 11th, 2010

© Copyright 2010 Platt Electric Supply, Inc. All Rights Reserved.