State of Wisconsin Rev. 133ED55

# TERMS OF USE LAKE-VIEW ELECTRONICS

Version Date: September 04, 2019

# TERMS OF USE AGREEMENT

This Terms of Use Agreement ("Agreement") constitutes a legally binding agreement made between you, whether personally or on behalf of an entity ("user" or "you") and Lake-View Electronics Corporation and its affiliated companies (collectively, "Company" or "we" or "us" or "our"), concerning your access to and use of the www.lvelectronics.com website as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the "Website"). The Website provides the following service: electronic components ("Company Services"). Supplemental terms and conditions or documents that may be posted on the Website from time to time, are hereby expressly incorporated into this Agreement by reference.

Lake-View Electronics Corporation makes no representation that the Website is appropriate or available in other locations other than where it is operated by Lake-View Electronics Corporation. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Lake-View Electronics Corporation to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) are not permitted to register for the Website or use Lake-View Electronics Corporation's Services.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES OR THE WEBSITE.

# **PURCHASES; PAYMENT**

Lake-View Electronics Corporation bills you through an online billing account for purchases of products and/or services. You agree to pay Lake-View Electronics Corporation's all charges at the prices then in effect for the products you or other persons using your billing account may purchase, and you authorize

Lake-View Electronics Corporation to charge your chosen payment provider for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service. Lake-View Electronics Corporation reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by Lake-View Electronics Corporation. Lake-View Electronics Corporation may change prices at any time. All payments shall be in U.S. dollars.

# **RETURN POLICY**

Products will be considered accepted by the Buyer unless notice of rejection is given by the Buyer within five (5) days of receipt date. Credit will not be allowed for products returned without prior consent. No return of products will be accepted without a Return Materials Authorization (RMA) number issued by Lake-View Electronics Corporation. A complete description stating the reason for the return must be included with the returned products. The returned items must be in the original packing, in original condition and shipped by prepaid freight to Seller's warehouse. Non-Cancelable, Non-Returnable (NC/NR) products are non-returnable.

Call 1-800-686-8439 and ask for a customer service agent to give you a Return Merchandise Authorization (RMA) number. Returns are subject to inspection prior to credit being processed. Credits taken and/or used prior to issuance by Lake-View Electronics Corporation will incur a \$50.00 noncompliance charge and will be billed as such. **Cancellations** 

All non-stocked, special order and custom assemblies are (NCNR) Non-Cancelable and Non-Returnable. A Lake-View Electronics Corporation customer service representative must authorize any cancellation. Cancelling a scheduled order may cause a price adjustment to reflect actual usage and/or a restocking charge.

Orders accepted by Seller may be cancelled by Buyer only upon written consent of Seller. In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Seller may have as a result of such cancellation or other withdrawal, cancellation or restocking charges, which shall include all expenses then incurred on commitments made by Seller, shall be paid by Buyer to Seller.

# **USER REPRESENTATIONS**

# Regarding Your Registration

By using the Lake-View Electronics Corporation's Services, you represent and warrant that:

- A. all registration information you submit is truthful and accurate;
- B. you will maintain the accuracy of such information;
- C. you will keep your password confidential and will be responsible for all use of your password and account:
- D. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use this Website; and
- E. Your use of the Lake-View Electronics Corporation's Services does not violate any applicable law or regulation.

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form and (b) maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lake-View Electronics Corporation has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Lake-View Electronics Corporation has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

Lake-View Electronics Corporation reserves the right to remove or reclaim or change a user name you select if Lake-View Electronics Corporation determines appropriate in our discretion, such as when the user name is obscene or otherwise objectionable or when a trademark owner complains about a username that does not closely relate to a user's actual name.

## MOBILE APPLICATION LICENSE

#### Use License

If you are accessing the Lake-View Electronics Corporation's Services via a mobile application, then LakeView Electronics Corporation grants you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless handsets owned and controlled by you, and to access and use the application on such devices strictly in accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not: (a) decompile, reverse

engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of LakeView Electronics Corporation or its affiliates, partners, suppliers or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (i) use any proprietary information or interfaces of Lake-View Electronics Corporation or other intellectual property of Lake-View Electronics Corporation in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

# Terms Applicable to Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Lake-View Electronics Corporation's Services. You acknowledge that this Agreement is concluded between you and Lake-View Electronics Corporation only, and not with Apple Inc. or Google, Inc. (each an "App Distributor"), and Lake-View Electronics Corporation's, not an App Distributor, is solely responsible for Lake-View Electronics Corporation's application and the content thereof. (1) SCOPE OF LICENSE: The license granted to you for Lake-View Electronics Corporation's application is limited to a nontransferable license to use the Lake-View Electronics Corporation's application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service. (2) MAINTENANCE AND SUPPORT: Lake-View Electronics Corporation is solely responsible for providing any maintenance and support services with respect to the Lake-View Electronics Corporation's application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to Lake-View Electronics Corporation's application. (3) WARRANTY: Lake-View Electronics Corporation is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of Lake-View Electronics Corporation's application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for Lake-View Electronics Corporation's application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Lake-View Electronics Corporation's application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Lake-View

Electronics Corporation's sole responsibility. (4) PRODUCT CLAIMS: You acknowledge that Lake-View Electronics Corporation, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Lake-View Electronics Corporation's application or your possession and/or use of the Lake-View Electronics Corporation's application, including, but not limited to: (i) product liability claims; (ii) any claim that Lake-View Electronics Corporation's application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. (5)

INTELLECTUAL PROPERTY RIGHTS: You acknowledge that, in the event of any third party claim that Lake-View Electronics Corporation's application or your possession and use of Lake-View Electronics Corporation's application infringes a third party's intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. (6) LEGAL COMPLIANCE: You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties. (7) THIRD PARTY TERMS OF AGREEMENT: You must comply with applicable third party terms of agreement when using Lake-View Electronics Corporation's application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using Lake-View Electronics Corporation's application. (8) THIRD PARTY BENEFICIARY: Lake-View Electronics Corporation and you acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

## SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or Lake-View Electronics Corporation's Services ("Submissions") provided by you to Lake-View Electronics Corporation are non-confidential and Lake-View Electronics Corporation (as well as any designee of Lake-View Electronics Corporation) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

#### **PROHIBITED ACTIVITIES**

You may not access or use the Website for any other purpose other than that for which Lake-View Electronics Corporation makes it available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Lake-View Electronics Corporation. Prohibited activity includes, but is not limited to:

- A. attempting to impersonate another user or person or using the username of another user
- B. deleting the copyright or other proprietary rights notice from any Website content
- C. using the Website in a manner inconsistent with any and all applicable laws and regulations
- D. making any unauthorized use of Lake-View Electronics Corporation's Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses
- E. selling or otherwise transferring your profile
- F. tricking, defrauding or misleading Lake-View Electronics Corporation and other users, especially in any attempt to learn sensitive account information such as passwords
- G. using any information obtained from the Website in order to harass, abuse, or harm another person
- H. using Lake-View Electronics Corporation's Services as part of any effort to compete with Lake-View Electronics Corporation or to provide services as a service bureau

- I. harassing, annoying, intimidating or threatening any Lake-View Electronics Corporation's employees or agents engaged in providing any portion of Lake-View Electronics Corporation's Services to you
- J. interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website
- K. criminal or tortious activity
- L. attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website
- M. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website
- N. systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Lake-View Electronics Corporation
- O. Engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools

#### INTELLECTUAL PROPERTY RIGHTS

The content on the Website ("Lake-View Electronics Corporation's Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Lake-View Electronics Corporation, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Lake-View Electronics Corporation's Content, includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All Lake-View Electronics Corporation's graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of Lake-View Electronics Corporation in the United States and/or other countries. Lake-View Electronics Corporation's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of LakeView Electronics Corporation.

Lake-View Electronics Corporation's Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and Lake-View Electronics Corporation's Content and to download or print a copy of any portion of Lake-View Electronics Corporation's content to which you have properly gained access solely for your personal, noncommercial use. Lake-View Electronics Corporation reserves all rights not expressly granted to you in and to the Website and Lake-View Electronics Corporation's Content and Marks.

# THIRD PARTY WEBSITES AND CONTENT

The Website contains (or you may be sent through the Website or Lake-View Electronics Corporation's Services) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items

belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Lake-View Electronics Corporation, and are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by Lake-View Electronics Corporation. If you decide to leave the Website and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that Lake-View Electronics Corporation's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Lake-View Electronics Corporation takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

#### SITE MANAGEMENT

Lake-View Electronics Corporation reserves the right but does not have the obligation to:

- A. monitor the Website for violations of this Agreement;
- B. take appropriate legal action against anyone who, in Lake-View Electronics Corporation's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities:
- C. in Lake-View Electronics Corporation's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any of Lake-View Electronics Corporation's policy;
  D. in Lake-View Electronics Corporation's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Lake-View Electronics Corporation's systems;
- E. otherwise manage the Website in a manner designed to protect the rights and property of Lake-View Electronics Corporation and others and to facilitate the proper functioning of the Website.

## PRIVACY POLICY

Lake-View Electronics Corporation cares about the privacy of our users. Please review Lake-View Electronics Corporation's Privacy Policy. By using the Website or Lake-View Electronics Corporation's Services, you are consenting to have your personal data transferred to and processed in the United States. By using the Website or Lake-View Electronics Corporation's Services, you are consenting to the terms of Lake-View Electronics Corporation's Privacy Policy.

## TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any

reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, LAKE-VIEW ELECTRONIC CORPORATION RESERVES THE RIGHT TO, IN LAKE-VIEW ELECTRONICS CORPORATION'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND LAKE-VIEW ELECTRONICS CORPORATION MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN LAKE-VIEW ELECTRONICS CORPORATION'S SOLE DISCRETION.

In order to protect the integrity of the Website and Lake-View Electronics Corporation's Services, Lake-View Electronics Corporation reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Lake-View Electronics Corporation's Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF LAKE-VIEW ELECTRONICS CORPORATION'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL LAKE-VIEW ELECTRONICS CORPORATION'S CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If Lake-View Electronics Corporation terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Lake-View Electronics Corporation reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS**

## To Agreement

Lake-View Electronics Corporation may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use Lake-View Electronics Corporation's Services after any such modification becomes effective. Lake-View Electronics Corporation may also, in its discretion, choose to alert all users with whom it maintains email information of such modifications by means of an email to

their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will periodically check the Website for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting.

## **To Services**

Lake-View Electronics Corporation reserves the right at any time to modify or discontinue, temporarily or permanently, Lake-View Electronics Corporation's Services (or any part thereof) with or without notice. You agree that Lake-View Electronics Corporation shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Lake-View Electronics Corporation's Services.

## **DISPUTES**

#### Between Users

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that Lake-View Electronics Corporation is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Lake-View Electronics Corporation, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or Lake-View Electronics Corporation's Services.

#### With Lake-View Electronics Corporation

- A. Governing Law; Jurisdiction. This Agreement and all aspects of the Website and Lake-View Electronics Corporation's Services shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Ozaukee County, State of Wisconsin, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Website or Lake-View Electronics Corporation's Services be instituted more than two (2) years after the cause of action arose.
- **B.** Informal Resolution. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Lake-View Electronics Corporation agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other.

- C. Binding Arbitration. If you and Lake-View Electronics Corporation are unable to resolve a Dispute through informal negotiations, either you or Lake-View Electronics Corporation may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Lake-View Electronics Corporation will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Ozaukee County, State of Wisconsin. Except as otherwise provided in this Agreement, you and Lake-View Electronics Corporation may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- **D.** Restrictions. You and Lake-View Electronics Corporation agree that any arbitration shall be limited to the Dispute between Lake-View Electronics Corporation and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- **E. Exceptions to Informal Negotiations and Arbitration.** You and Lake-View Electronics Corporation agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of your or Lake-View Electronics Corporation's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. If this Section is found to be illegal or unenforceable then neither you nor Lake-View Electronics Corporation will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and Lake-View Electronics Corporation agree to submit to the personal jurisdiction of that court.

# CORRECTIONS

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. LakeView Electronics Corporation reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

## **DISCLAIMERS**

Lake-View Electronics Corporation cannot control the nature of all of the content available on the Website. By operating the Website, Lake-View Electronics Corporation does not represent or imply that Lake-View Electronics Corporation endorses any blogs, contributions or other content available on or linked to by the Website, including without limitation content hosted on third party websites or provided by third party applications, or that Lake-View Electronics Corporation believes contributions, blogs or other content to be accurate, useful or non-harmful. Lake-View Electronics Corporation does not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Website or in connection with any contributions. Lake-View Electronics Corporation's is not responsible for the conduct, whether online or offline, of any user of the Website or Lake-View Electronics Corporation's Services.

YOU AGREE THAT YOURE USE OF THE WEBSITE AND LAKE-VIEW ELECTRONIC CORPORATION'S SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, LAKEVIEW ELECTRONICS CORPORATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES AND YOUR USE THEREOF, INCLUDING, AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LAKE-VIEW ELECTRONIC CORPORATION MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS

OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF LAKE-VIEW ELECTRONICS CORPORATION'S WEBSITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL

PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. LAKE-VIEW ELECTRONICS CORPORATION DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR

OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND LAKE-VIEW ELECTRONICS

CORPORATION WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## LIMITATIONS OF LIABILITY

IN NO EVENT SHALL LAKE-VIEW ELECTRONICS CORPORATION OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT,

CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES, EVEN IF LAKE-VIEW ELECTRONICS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LAKE-VIEW

ELECTRONICS CORPORATION'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID. IF ANY. BY YOU

TO LAKE-VIEW ELECTRONICS CORPORATION FOR LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES DURING THE PERIOD OF 3 MONTHS PRIOR TO ANY CAUSE OF ACTION ARISING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### **INDEMNITY**

You agree to defend, indemnify and hold Lake-View Electronics Corporation, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of Lake-View Electronics Corporation's Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Lake-View Electronics Corporation reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Lake-View Electronics Corporation, and you agree to cooperate, at your expense, with Lake-View Electronics Corporation's defense of such claims. Lake-View Electronics Corporation will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

# **NOTICES**

Except as explicitly stated otherwise, any notices given to Lake-View Electronics Corporation shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. Lake-View Electronics Corporation may also choose to send notices by regular mail.

## **USER DATA**

Lake-View Electronics Corporation's Website will maintain certain data that you transfer to the Website for the purpose of the performance of the Lake-View Electronics Corporation's Services, as well as data relating to your use of Lake-View Electronics Corporation's Services. Although Lake-View Electronics Corporation performs regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using Lake-View Electronics Corporation's Services. You agree that Lake-View Electronics Corporation shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Lake-View Electronics Corporation arising from any such loss or corruption of such data.

## **ELECTRONIC CONTRACTING**

Your use of Lake-View Electronics Corporation's Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH

AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO LAKE-VIEW ELECTRONICS CORPORATION'S SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

# **Conflict Minerals**

Lake-View Electronics promotes the traceability of conflict minerals and the transparency of the supply chain. Lake-View Electronics, as a distributor, is not able to certify the country of origin of minerals contained in products manufactured by Lake-View suppliers and is committed to supplying products that meets the customers' specifications. Lake-View Electronics does not directly purchase any conflict minerals from any source. Lake-View Electronics expects its suppliers to do as such and only source minerals from responsible sources and provide Lake-View Electronics with proper verification of country of origin and source of materials they supply. Lake-View Electronics encourages all their suppliers in this effort to make information on the origin of their product components accessible on their website.

#### **MISCELLANEOUS**

This Agreement constitutes the entire agreement between you and Lake-View Electronics Corporation regarding the use of Lake-View Electronics Corporation's Services. The failure of Lake-View Electronics Corporation to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without Lake-View Electronics Corporation's express written consent. Lake-View Electronics Corporation may assign any or all of its rights and obligations to others at any time. Lake-View Electronics Corporation shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Lake-View Electronics Corporation's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and Lake-View Electronics Corporation as a result of this Agreement or use of the Website and Lake-View Electronics Corporation's Services. Upon Lake-View Electronics Corporation's request, you will furnish Lake-View Electronics Corporation any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Lake-View Electronics Corporation by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

# **CONTACT US**

In order to resolve a complaint regarding Lake-View Electronics Corporation's Services or to receive further information regarding use of Lake-View Electronics Corporation's Services, please contact Lake-View Electronics Corporation as set forth below or, if any complaint with Lake-View Electronics Corporation is not satisfactorily resolved, and you are a California resident, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

Lake-View Electronics Corporation 1054 Pioneer Road Grafton, WI 53024

Email: sales@lvelectronics.com

Phone: 2623778250 Fax: 2623750109

• Social Media Website or Application - Facebook, Instagram, Twitter, Snapchat

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