

# Crestron Marketplace

## TERMS OF USE

Revised May 2018

### PURPOSE

These Terms of Use govern the use of the Crestron Marketplace website, located at:

<http://order.crestron.com> (the "Website").

Please read carefully these terms of use, as they constitute a binding legal agreement between you and Crestron Electronics, Inc. ("Crestron"), and govern your use of this website. By using this website or such services, you are accepting and agreeing to these terms of use on behalf of yourself or the entity you represent, and you represent and warrant that you have the right, authority, and capacity to accept and agree to these terms of use on behalf of yourself or the entity you represent.

If you are a visitor accessing the Website, and you do not wish to be bound by these Terms of Use then you should not access or use the Website. In order to submit information through the Website, you must accept these Terms of Use before clicking on "Submit", "I Agree", or similar language buttons or checkboxes shown on the relevant page.

### ELECTRONIC PAYMENT PROCESSING

The Website is a business-to-business ("B2B") website that is hosted for Crestron by BigCommerce, Inc., ("BigCommerce") <https://www.bigcommerce.com/>, an e-commerce service provider that provides real-time electronic payment processing of major credit cards and signature debit cards using a secure Internet connection.

### PRIVACY POLICY

By submitting your information to Crestron through this Website and associated links, you consent to the use of that information as set forth in the Crestron Marketplace Privacy Policy and the BigCommerce Privacy Policy, located at:

[http://order.crestron.com/content/Privacy\\_Policy.pdf](http://order.crestron.com/content/Privacy_Policy.pdf), and <https://www.bigcommerce.com/privacy/>, respectively.

### SOFTWARE END-USER LICENSE AGREEMENT

Crestron sells hardware products and software; either embedded in the hardware products or distributed sepa-

rately ("Crestron Software") from the Website.

For the avoidance of doubt, the Crestron End-User License Agreement between you and Crestron, located at:

<https://www.crestron.com/eulatxt>,

sets forth the terms and conditions that apply to your use of any Crestron Software.

### PRODUCT WARRANTY

Products offered for sale on the Website are covered by the terms of the Crestron Marketplace Standard Limited Warranty, located at:

[http://order.crestron.com/content/Standard\\_Limited\\_Warranty.pdf](http://order.crestron.com/content/Standard_Limited_Warranty.pdf)

### LIMITATION OF LIABILITY

Crestron has attempted to provide accurate information in the preparation of the content of this Website; however, Crestron disclaims all warranties, express or implied, to the fullest extent permitted by law, as to the accuracy of all information contained herein.

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Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or

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consequential damages, so the above limitations or exclusions may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

#### CONTENT OWNERSHIP AND TRADEMARK INFORMATION

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You are not permitted to create any link to or from this Website without Crestron's express prior written consent.

#### GENERAL

Crestron reserves the right to alter product and services offerings, specifications, and pricing at any time without notice, and is not responsible for typographical or graphical errors that may appear in this or in related documents.

Crestron may, in its sole discretion and without prior notice to you, add, delete or otherwise change the provisions of these Terms of Use by posting on the Website a version of these Terms of Use containing such changes.

These Terms of Use shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to conflict of laws principles. In the event of any dispute arising between the parties in connection with or relating to these Terms of Use, the par-

ties agree that such dispute shall be resolved informally, if possible, and failing an informal resolution, then through final and legally binding arbitration to be conducted in New Jersey, with each party to bear its own costs. If for any reason a claim proceeds in court rather than in arbitration, Purchaser consents to the exclusive general jurisdiction of the state and federal courts of New Jersey, and waives any objection to such venue.

#### CONTACT INFORMATION

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