



BARD **TERMS OF SERVICE**

Last Modified: February 14, 2019

Each Bard Website (defined below) and any Services made available on each such Website are governed by and subject to these Terms of Service and the Privacy Policy, both of which are incorporated by reference herein. The Bard Website is defined to include bardhvac.com, bardmegatec.com, bardschools.com, and bardtelecom.com websites (collectively, the “Website”).

References in this Terms of Service document to “us,” “we,” or “our” means Bard. When we refer to “you,” or “your,” we mean the individual user of our Website or Services made available on and through our Website. The term “Services” includes, without limitation, the information and email subscription services made available on or through our Website.

Acceptance of the Terms of Service

These Terms of Service are entered into by and between you and Bard. The following terms and conditions, together with any documents that are expressly incorporated by reference into this document (collectively, these “Terms of Service”), govern your access to and use of the Website and Services, including any Functions and Content thereof. The term “Content” mean any information, text, hyperlinks, visual graphics, photographic representations or other materials that are collected or appear on or through the Website or as part of the Services. The term “Functions” means any interactive functionality involving the website, which enables an end user to the Website or Services to respond or interact with the Website or Services.

Please carefully review these Terms of Service before using the Website or purchasing and using any Service. By clicking “accept” you hereby agree to and accept these Terms of Service. Alternatively, by using the Website or the Services, you also expressly accept and agree to be bound by these Terms of Service, and our Privacy Policy. In the event you object or do not agree to any of the aforementioned documents, you must not and cannot use the Website or any Services.

The Website and Services are only available to users who are at least 18 years of age. By using this Website or the Services, you hereby represent and warrant that you are at least 18 years of age and meet all of the foregoing eligibility requirements.

Privacy Policy

The URL for the applicable Privacy Policy for each Bard Website is provided below:

- Privacy Policy – bardhvac.com
- Privacy Policy – bardmegatec.com
- Privacy Policy – bardschools.com
- Privacy Policy – bardtelecom.com
- Privacy Policy – madeformodular.com
- Privacy Policy – bard100.com
- Privacy Policy – buildabard.com
- Privacy Policy – bim.bardhvac.com

Each Privacy Policy describes how we handle the information that we collect and that you provide to us when you use our Website or the Services.

Your Use of the Website and Services

The Website and Services are owned by Bard, its licensors, and other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property rights laws. You hereby acknowledge and agree that you have no ownership rights in the Website or Services and that you will not take any action to challenge, invalidate, or otherwise contest the ownership rights of Bard, its licensors or other providers.

With respect to the Website and any applicable Services, we hereby grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Website and/or Services, as may be applicable (the "License"). The sole purpose of the License is to enable you to use and enjoy the benefit of the Services as we have made them available to you and in a manner that is permitted by these Terms of Service and any applicable documentation or Additional Terms applicable to a particular Service. These Terms of Service permit you to use the Services and the Website for your own personal or business use only. You are not permitted to reproduce, modify, distribute, create derivative works of, publicly perform, republish, download, store or transmit any of the Content, materials, or Functions within or provided in connection with the Services and/or Website, except as provided under the following exceptions.

Exceptions

In conjunction with your use of the Website and/or Services, you may:

- Temporarily store Content and material in conjunction with your use of the Services and Website as is required for your computer or mobile device to temporarily store such Content and materials incident to your access to the Website or Services;
- Print or download one copy of the pages of the Services and Website for your own personal, non-commercial use, provided that you must not further reproduce, publish or distribute such copy.
- In the event we provide Social Media functions that include content, you may take actions that are enabled as it concerns those features.

Prohibitions

You are expressly prohibited from modifying any Content or materials from the Website and deleting or altering any copyright, trademark or other proprietary or intellectual property right notice from copies of the Website or any Services. No right, title, or interest in or to the Website or any Content on the Website or Services is transferred to you, and all rights expressly granted are reserved by Bard. Any use of the Websites or Services by you that is not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate the law.

Trademarks

Bard's name, logo, and all related names, logos, product and service names, designs and slogans are the trademarks of Bard. You shall not use any Bard trademarks, trade names, logos, or intellectual property without the prior written consent of Bard. All other names, logos, product and service names, designs, and slogans contained on the website or through the Services are the trademarks of their respective owners.

Prohibited Uses of the Website and Services

You are only able to use the Website and Services for lawful purposes and in accordance with this Terms of Service. You hereby agree that you will not use the Services or Website:

- (1) in any manner that violates any applicable international, federal, provincial, state, or local law, rule, or regulation;
- (2) to send, knowingly receive, upload, download, use, or re-cycle any material or Content other than as permitted under these Terms of Service;
- (3) to impersonate or attempt to impersonate a Bard employee, another user, or any other person or entity;
- (4) to engage in any conduct that restricts or otherwise adversely impacts any other person's or entity's use or enjoyment of the Website or Services, or which in our sole discretion, poses a threat of harm or is harmful to Bard or users of the Website or Services, or in a way that may otherwise expose any of the aforementioned to liability.

In connection with your use of the Website and Services, you further agree that you will not:

- (1) use the Website or Services in any manner that could damage, disable, overburden, or impair the use of the Website or Services for a third party;
- (2) use any bot, program, or other automatic device, process, or means to access the Website or Services for any purpose;
- (3) use any manual process to monitor or copy any of the material on a Website or Service or for any other unauthorized purposes without Bard's prior written consent;
- (4) use any device, software, or routine that impacts or otherwise interferes with the proper functionality of the Website or Services;
- (5) introduce any viruses, malware, Trojan horses, worms, logic bombs, exploits, ransomware, or other material that is malicious or technologically harmful to the Website, Services, or any other user of either the Website or Services;
- (6) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or Services, the service on which either the Website or Services is stored or hosted, or any server, computer, or database connected to the Website;
- (7) Attack the Website or Services via a denial of service attack, or a distributed denial of service attack or by any other similar means; or
- (8) Otherwise attempt to interfere with the proper functionality of the Website or Services.

User Inquiries

The Website and Services include information and functionality that permits you to submit inquiries to us through our Website or via email (each, a "User Inquiry"). Any User Inquiry submitted to us is neither confidential nor proprietary and you hereby grant us, our service providers, and each of their respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose such material contained in a User Inquiry.

For each User Inquiry you submit to us, you hereby represent and warrant that (i) you own and maintain all rights in and to the User Inquiry and have the legal right to grant the aforementioned license to us and our service providers, and each of their respective licensees, successors and assigns; and (ii) your User Inquiry complies with these Terms of Service.

Reliance on Information Posted on Website

The information contained on the Website or included within any of the Services is made available solely for general informational purposes and we do not warranty the accuracy, completeness, quality, availability or usefulness of such information. Should you place any reliance on such information, you are doing so at your own risk. We disclaim any and all liability and responsibility arising from any reliance placed upon such materials, information, and Content by you or any visitor to the Website or recipient of the Services.

Disclaimer of Warranties

Your access and use of the Website and/or Services is at your own risk. You hereby understand and agree that the Website, Services, and any Content and materials posted on either the Website or Services are provided to you on an "AS IS" AND "AS AVAILABLE" basis. BARD DISCLAIMS ANY AND ALL LIABILITY FOR THE SECURITY OF YOUR INTERNET CONNECTION OR ANY DATA STORED ON YOUR COMPUTING DEVICE OR IN INTERFACING WITH THE WEBSITE, ANY FUNCTION THEREOF, OR THE SERVICES.

WITHOUT LIMITATION ON ANY OF THE FOREGOING AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BARD DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY OR REPRESENTATION ABOUT THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, QUALITY, SECURITY OR RELIABILITY OF THE WEBSITE OR SERVICES OR ANY CONTENT. NEITHER BARD NOR ANYONE ASSOCIATED WITH BARD REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED ON OR THOROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, UNINTERRUPTED, THAT ANY DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT IT MAKES AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR CONTENT, ITEMS OR MATERIALS OBTAINED THROUGH THE WEBSITE OR SERVICES WILL OTEHRWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BARD, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, LICENSORS, SERVICE PROVIDERS, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH:

(I) YOUR USE, OR INABILITY TO USE, THE WEBSITE, OR ANY WEBSITES LINKED TO THE WEBSITE, ANY FUNCTION THEREOF, OR THE SERVICES, OR ANY CONTENT ON THE SERVICES OR WEBSITE;

(II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY WITH REGARD TO THE SERVICES OR WEBSITE;

(III) ANY CONTENT OBTAINED FROM THE WEBSITE OR SERVICES; OR

(IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR MATERIAL PROVIDED ON THE WEBSITE OR AS PART OF A FUNCTION OR THE SERVICES.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER BARD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH THEORY, CLAIM, OR DAMAGE OR ITS FORESEEABILITY AND EVEN IF A REMEDY SET FORTH HEREIN IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Bard, its affiliates, and their respective officers, directors, shareholders, employees, licensors, service providers, suppliers, successors, agents and representatives from and against any claims, liabilities, proceedings, lawsuits, causes of action, and pay all damages, judgments, awards, losses, costs, expenses and fees (including, without limitation, reasonable attorney's fees and expert witness fees), arising out of or in connection with your violation of these Terms of Service, your use of the Website, a Function thereof, the Services, and/or all of the foregoing.

Governing Law

Any dispute, or claim related to the Website, Services, or these Terms of Services, shall be governed by and construed in accordance with the laws of the State of Ohio, without effect to any choice of, or conflict of law provision of the State of Ohio or another jurisdiction. For any legal action arising out of or related to the Website, Services, or these Terms of Services, the parties hereby irrevocably consent to personal jurisdiction and venue in the state and federal courts in and for Williams County, Ohio, USA and further waive any and all objections that proceedings in such court is inconvenient or otherwise improper.

Limitation on Time Period for Filing Claims

PLEASE NOTE THAT ANY CAUSE OF ACTION OR CLAIM ARISING OUT OF OR RELATED TO ANY OR ALL OF THE FOLLOWING MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR OTHERWISE SUCH CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED: (1) THE WEBSITE, (2) THE SERVICES, AND (3) THIS TERMS OF SERVICE DOCUMENT.

Hyperlinks to Third Party Sites

In the event that the Website, Function or Services contain hyperlinks to third party sites or resources, such links are provided for your convenience. You acknowledge and agree that Bard has no control over the contents of such sites or resources and accepts no responsibility for those third party sites for any loss or damage that may arise from your use of those third party sites. Should you decide to access any third party websites linked to the Website or Services, you further acknowledge and agree that you are doing so entirely at your own risk and subject to the terms and conditions of use for such websites.

Waiver

Any waiver by us of any term or condition set forth in these Terms of Services shall be construed as a further or continuing waiver of such term or condition, and any failure by use to assert a right or provision under these Terms of Services shall not constitute a waiver of such right or provision.

Severability

Should any provision contained in these Terms of Service be held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such offending provision shall be eliminated or limited, to the extent necessary to ensure the remaining provisions of these Terms of Service will continue in full force and effect.

Entire Agreement

The Terms of Service, including all documents incorporated by reference herein, shall constitute the sole and entire agreement between you and Bard regarding the Website and/or Services and shall supersede all prior and contemporaneous understandings, agreements, representations, and warranties, orally or in writing, regarding the Website and Services.

Changes to the Terms of Service

Website

Bard may, in our sole discretion, revise and update these Terms of Service as it concerns the Website and all such changes shall be effective immediately upon posting them, unless otherwise specified in our Privacy Policy. Your continued use of the Website following any posted change to these terms shall be deemed as your acceptance to the changes. It is your responsibility to periodically check for updates to these Terms of Service. If at any time you disagree with a change to these Terms and Conditions, you must cease your use of the Website and/or Services, immediately.

Services

As it concerns our Services, we will inform you of any changes to the terms for Services, via email, at the email address you provided us when you registered to receive the email. The changes will become effective 30 days after such notice is provided to you of the change. You may withdraw from any Service, at any time, by contacting us at the email address provided below or clicking the "unsubscribe" link located at the bottom of our email.

Contact Us

You may contact us with questions about this document or any other Bard matter by calling us at (419) 636-1194, via email at bard@bardhvac.com