

TERMS OF USE

LAST UPDATED: 01/01/2020

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Stand Steady Company, LLC (“Company”, “we”, “us” or “our”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of this website, including the webpages, content, functionality, products and services delivered through the domains standsteady.com, sidetrak.com, and tubstrs.com (collectively, the “Website”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and you acknowledge that all information you provide to us is governed by our Privacy Policy, which can be found at <https://standsteady.com/pages/privacy-policy> and is incorporated herein by reference.** If you do not want to agree to these Terms of Use or the actions we take with respect to your information consistent with our [Privacy Policy](#), do not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, do not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. We will post any changes we make to these Terms of Use on this page of the Website. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. The date these Terms of Use were last updated is identified at the top of these Terms of Use.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain personal information, registration details, or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You acknowledge that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, there has been any unauthorized access to or use of your account or any other breach of security, or you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by contract law and United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your commercial use or your personal, non-commercial use, as applicable. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print, download or distribute copies of pages of the Website for your commercial use or your personal, non-commercial use, as applicable, and not for further reproduction,

publication or distribution unless authorized in writing by the Company. All copies must include the following copyright notice: "©2019 All Current Electrical Sales. All Rights Reserved." and other copyright and proprietary notices, if any, contained in the Website.

- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- modify copies of any materials from this Website;
- use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or
- delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

If you wish to make any use of material on the Website other than that set out in this section, please contact us using the information provided in the "Your Comments and Concerns" section of these Terms of Use.

These Terms of Use do not grant you any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or other intellectual property right of the Company or its licensors. Modification of any content on the Website is explicitly prohibited. You are also prohibited from utilizing this Website in any way that would damage its content or visibility for other visitors. As between the Company and/or its licensors and you, the Company and/or its licensors have and retain exclusive and valid ownership of the Website and its content, the names and marks thereof, and all intellectual property, proprietary rights and documentation therein, and you acknowledge that the foregoing constitute valuable assets and may constitute trade secrets of the Company and/or its licensors.

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The Company accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act, the Company reserves the right to terminate your use of the Website or the content contained therein if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether such alleged infringement is a first-time or repeat occurrence and/or whether the material or activity is ultimately determined to be infringing.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company and its licensors. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree:

- not to use the Website in any way that violates any applicable federal, state, local or international law or regulation, or generally accepted practices or guidelines in relevant jurisdictions (including, without limitation, any laws or regulations regarding the export of data or software to and from the US or other relevant countries);
- not to use the Website to transmit or send unsolicited commercial communications;
- that you will not use the Website for any purposes related to marketing without the Company's express written consent;
- not to access (or attempt to access) the Website by any means other than through the interface that is provided by the Company;
- not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without the Company's express written consent;
- not to edit or otherwise modify any content on the Website;
- not to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- not to engage in any activity (including the use of any device, software, or routine) that interferes with or disrupts the Website (or the servers, networks, and databases which are connected to the Website), including any other party's use of the Website;
- not to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability;
- not to use (or attempt to use) any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- not to use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;

- not to reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sub-license, trade or resell any content or other aspect of the Website for any commercial purpose (except as expressly authorized by these Terms of Use and except for content specifically and expressly made available for redistribution) or for any other unauthorized purpose without our prior written consent;
- not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Website (or the servers, networks, and databases connected to the Website);
- not to use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- not to attempt to gain unauthorized access to, interfere with, damage, disrupt, or circumvent any security features of, any parts of the Website (or the servers, networks, and databases connected to the Website);
- not to attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and
- that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

User Contributions

The Website may contain message boards, chat rooms, personal profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to

use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we

assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please contact us using the information provided in the “Your Comments and Concerns” section of these Terms of Use. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Prices for our products are subject to change without notice. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising

from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Online Purchases and Other Terms and Conditions

All purchases through the Website or other transactions for the sale of goods or services formed through the Website, or resulting from visits made by you, are governed by our [_____], which are hereby incorporated into these Terms of Use.

Certain products or services may be available exclusively online through the Website. These products or services may have limited quantities and are subject to return or exchange only according to our [Return Policy](#). We have made every effort to display as accurately as possible the colors and images of our products that appear on the Website. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to discontinue or limit the quantities of any products or services that we offer. Any offer for any product or service made on the Website is void where prohibited.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same payment card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made through the Website. You agree to promptly update your account and other information, including your email address and payment card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our [Returns Policy](#).

Social Media Features and Linking to the Website

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.

- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the content on the Website that is inconsistent with any other provision of these Terms of Use.

You may not link to our homepage unless it is done in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our sole discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The Company is based in the Commonwealth of Virginia in the United States of America. We make no representations that the Website and its content are appropriate or available for use in all locations. Use of or access to the Website may not be legal by certain persons or in certain countries. By using or accessing the Website, you do so at your own risk and are responsible for compliance with the laws of your own jurisdiction.

By using or accessing the Website, you acknowledge that you understand your personal information will be transmitted to the United States, and unless prohibited by applicable law, you acknowledge and accept all liability and responsibility arising from the transmission of such information to the United States.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that content available from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection, information security, accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

EXCEPT AS DESCRIBED ON THE [RETURNS AND WARRANTY](#) PAGE OF THE WEBSITE: (1) YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK; (2) THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED; (3) NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE; (4) WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER(S) AND OTHER EQUIPMENT THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with our [Privacy Policy](#), these Terms of Use, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and including all applicable laws regarding the transmission of data or software exported to and from the United States or the country in which you reside), and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its parents, subsidiaries, affiliates, related entities, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, representatives, partners, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the City of Birmingham and County of Jefferson. You waive

any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

If you have feedback, comments, requests for technical support and other communications relating to the Website, please contact us using the contact details below and we will do our best to assist you:

Stand Steady Company, LLC
Attn: Customer Service Department
2700 Prosperity Ave.
Suite 290
Fairfax, VA 22031

Telephone: 703-688-DESK (3375)

Email: customerservice@standsteady.com