

Terms of Use

Schulmerich Bells, LLC (hereinafter, "Schulmerich") provide this website to you, subject to these Terms of Use ("Terms") and the Schulmerich Standard Terms and Conditions ("Terms & Conditions"). The Terms constitute a legal agreement between you and Schulmerich and govern all use of this website, including all content, information, and services provided on the website. In addition, Schulmerich Customers, Vendors and Subcontractors may have executed an agreement with Schulmerich which incorporated the Terms & Conditions. These same Terms & Conditions are incorporated herein by reference and the included link thereto, any use of this website by a Schulmerich Transacting Party as described in said Terms and Conditions shall operate as ratification of any prior agreement and the Terms and Conditions or if not previously subject thereto shall act as acceptance of said Agreement and the Terms and Conditions in their current form. Access to and use of any other site, product or service, including those referenced herein or linked to from this site, are governed by the terms of the Subscriber Agreement or other Agreement related to that service or site. By accessing, browsing, or using this website, you acknowledge that you have read, understood, and agree to be bound by these Terms. Schulmerich may update these Terms at any time, with or without notice to you. Each time you use or access this website in any way, you agree to be bound by the Terms then in effect. If you do not agree to these Terms, please do not use this site.

Privacy

Please review Schulmerich's Privacy Policy for a description of our privacy practices and an explanation of how Schulmerich may use any personal information Schulmerich collects on this website.

Patents, Copyrights, and Trademarks

This website contains material, such as software, text, graphics, images and other material (collectively referred to as the "Content"). The Content may be owned by Schulmerich, or by Schulmerich's third party providers. The Content is protected by copyright under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from Schulmerich. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and website automatically terminates and you must immediately destroy any copies you have made of the Content. The trademarks, service marks, and logos of Schulmerich (the "Schulmerich Trademarks") used and displayed on this website are registered and unregistered trademarks or service marks of Schulmerich. Other company, product, and service names located on the website may be trademarks or service marks owned by others (the "Third-Party Trademarks", and, collectively with the Schulmerich Trademarks, the "Trademarks"). Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this website, without the prior written permission of Schulmerich specific for each such use. The Trademarks may not be used to disparage Schulmerich or the applicable third-party, any of their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by Schulmerich in writing. All goodwill generated from the use of any Schulmerich Trademark inures to Schulmerich's benefit.

Elements of this website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Content for this website may be retransmitted without express written consent from Schulmerich for each and every instance.

License

By offering this website for use, Schulmerich provides you with a worldwide, nonexclusive, nontransferable, revocable, limited license to access and use of the information and services on this website, strictly subject to and in accordance with these Terms. Schulmerich reserves the right to terminate this license at any time and for any reason. Your failure to comply with these Terms will result in automatic termination of this license, with or without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. Except for the limited license set forth in these Terms, Schulmerich does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights.

Usage Restrictions

By accessing, browsing, or using this website, you agree to the following restrictions:

You will not use, intentionally or unintentionally any of the content, information, or services on
this website in a manner contrary to or in violation of any applicable international, national,
federal, state, or local law, rule, or regulation having the force of law. Please note that
Schulmerich is not a consumer reporting agency, and you will not use any of the content,

information, or services on this website as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act 15 U.S.C.A. § 1681b;

- You will not interfere with any other party's use and enjoyment of this website, or of any of the content, information, or services provided on this website;
- You will not use this website in any manner that could harm, infect, take over, disable, overburden, or otherwise impair any of our computer systems, including, but not limited to, the servers, networks, and other components connected to or used for this website;
- To the extent that you are able to upload, post or otherwise transmit content using this site you
 will not upload, post, or otherwise transmit any content that you do not have a right to transmit
 under any law or under contractual or fiduciary relationships (such as inside information,
 proprietary and confidential information learned or disclosed as part of employment
 relationships or under nondisclosure agreements);
- You will not seek to gain access to any materials or information through any means not intentionally made available by us;
- You will not upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not attempt to gain unauthorized access to any services, accounts, computer systems, or networks connected to any server used for this website, through password mining, hacking, or any other means;
- You will not reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, or otherwise exploit this website, or any portion hereof without Schulmerich's prior written consent, except that you may reproduce limited content from this site describing Schulmerich's products and services solely to educate users or potential users about Schulmerich products or services;
- You will not use any framing techniques to enclose any portion of this website (including, but not limited to, images, text, page layout, and form) without Schulmerich's prior written consent;
- You will not make any use of the trademarks, service marks, trade names, logos, and graphics on this website without Schulmerich's prior written consent;
- You will not use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities, or users;
- You will not use any robot, spider, other automatic software or device, or manual process to monitor or copy our website or the content, information, or services on this website without Schulmerich's prior written consent;

- You will not collect any email addresses made available on this website for purposes of promotions or marketing campaigns;
- You will not distribute, on or through this website, any advertising; promotion; solicitation for goods, services, or funds; or solicitation for others to become members of any enterprise or organization without Schulmerich's prior written permission; and
- You will not use or otherwise export or re-export this website, or any portion thereof, in violation of the export control laws and regulations of the United States of America or any other country.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOU AGREE THAT USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, SCHULMERICH DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, SCHULMERICH DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS OFFERED BY THIRD PARTIES, RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE, OR ACCESSED THROUGH ANY LINKS ON THE WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, SCHULMERICH DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE WEBSITE.

UNDER NO CIRCUMSTANCES SHALL SCHULMERICH BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SCHULMERICH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR MISUSE OF THE WEBSITE, FROM YOUR INABILITY TO USE THE WEBSITE, OR FROM THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY THIRD PARTY SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY THIRD PARTY INFORMATION, ADVICE, OR ADVERTISEMENT RECEIVED THROUGH THE WEBSITE OR THROUGH ANY LINKS ON THE WEBSITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend, and hold Schulmerich its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, vendors, suppliers and employees, harmless from any

claim or demand, including reasonable attorney fees and court costs, due to or arising out of your use or misuse of the website; your violation of the Terms; your breach of any of the representations and warranties herein; or your violation of any rights of another.

No Legal Advice

The information and services on this website are not intended to and shall not be used as legal advice. You use the content, information, and services on this website at your own risk.

Links to Third Party Sites

This website may provide links to other third-party World Wide Web sites or resources. Schulmerich makes no representations whatsoever about any other web site which you may access through this website. Because Schulmerich has no control over such sites and resources, you acknowledge and agree that Schulmerich is not responsible for the availability of such external sites or resources and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such sites or resources. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on this website to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Schulmerich makes no representation or warranty as to any third party Content, products or services, and you agree that Schulmerich shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party Content, products or services available on or through any such site or resource.

Web Forums

Schulmerich monitors some web forums containing user-generated content and does not monitor others. Monitored web forums are moderated and messages are screened for inappropriate content. Please be advised that web forum content is the sole responsibility of the person supplying the content, and Schulmerich assumes no responsibility to control such content. Opinions expressed on Schulmerich web forums and in any corresponding comments are the personal opinions of the original authors, and not necessarily that of Schulmerich. Except for private web forums, which are governed under a separate Nondisclosure Agreement, all user generated content posted or submitted to a web forum shall be treated as Nonconfidential Information as outlined above. Web forums may include additional terms, which take precedence over these terms.

Registration and Account Information

Certain sections of this website may require you to register as a user or create an account. By registering or creating an account, you agree to provide accurate and complete information and to inform us of any

changes to that information. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you believe there has been unauthorized use, you must notify us immediately.

Termination

You acknowledge and agree that Schulmerich, in its sole discretion, may terminate your website access if your conduct is found to be unlawful, inconsistent with, or in violation of, the letter or spirit of these Terms, or for any other reason, Schulmerich shall not be liable to you or any third party for termination of website access. Should you object to any terms and conditions of these Terms, or to any subsequent modifications thereto, your only recourse is to immediately discontinue use of the website.

Disputes; Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions, and not by the 1980 U.S. Convention on Contracts for the International Sale of Goods. Any action, dispute or claim relating in any way to this website and/or your use of this website (including without limitation claims relating to the breach of the Terms, Privacy Policy or the unauthorized disclosure of personally identifiable information) shall be filed only in state or federal courts located in Bucks County Pennsylvania, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date the cause of action arises.

Compliance with Applicable Laws; Export Control Laws

This website is operated, in whole or in part, from the United States. User access to this website is governed by all applicable federal, state and local laws. All information available on the website is subject to U.S. export control laws and may also be subject to the laws of the country where you reside. All Schulmerich products and publications are commercial in nature. Schulmerich does not make any representations regarding the legality of access to or use of this website or the information contained therein from other countries. Access in countries where the information contained herein or the products sold through this website are illegal is prohibited. Users who access this website from outside of the United States do so at their own risk and are responsible for compliance with applicable US export and local country laws. By using this website, regardless of where you live in the world, you consent to have your personal data transferred to and processed and collected in the United States in compliance with the privacy policy.

Severability of Provisions

If any provision of these Terms is deemed unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Contact Information

If you have any questions about these Terms, or about the content, information, or services on this website, you may contact Schulmerich using any of the methods described on our contact us page.