

## **CrossTek™ Membrane Technology LLC General Conditions & Legal Notices**

Last Update: July 31, 2017

Please read these General Conditions & Legal Notices (“Conditions”) carefully before using the [www.crosstek.com](http://www.crosstek.com) website (the “Service”) operated by CrossTek Membrane Technology LLC (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Conditions. These Conditions apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Conditions. If you disagree with any part of the Conditions then you do not have permission to access the Service.

### Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of CrossTek Membrane Technology LLC and its licensors, and any reproduction, publication, broadcast and posting by you is prohibited. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of CrossTek Membrane Technology LLC.

### Links to Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by CrossTek Membrane Technology LLC.

CrossTek Membrane Technology LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that CrossTek Membrane Technology LLC 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 content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Conditions.

All provisions of the Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### Indemnification

You agree to defend, indemnify, and hold harmless CrossTek Membrane Technology LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Conditions.

### Limitation of Liability

In no event shall CrossTek Membrane Technology LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

The information from this Service is not a guarantee of results to be achieved by any user and is not a statement of warranty, either express or implied. ALL EXPRESS AND IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING THOSE FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Individual results may vary and CrossTek Membrane Technology LLC cannot anticipate nor control conditions of application.

### Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis and is for informational purposes only. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

CrossTek Membrane Technology LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### Communications

Please be advised that any communication or material you electronically transmit to CrossTek Membrane Technology LLC and/or its affiliates is deemed nonconfidential unless agreed in writing

by both parties. By transmitting such communication or material to CrossTek Membrane Technology LLC you automatically assign CrossTek Membrane Technology the right and CrossTek Membrane Technology LLC reserves the right to use such communication or material for any purpose whatsoever, including reproduction, publication, broadcast, and posting for its own benefit without compensation or acknowledgment of its source.

### Governing Law

These Conditions shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Conditions will not be considered a waiver of those rights. If any provision of these Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Conditions will remain in effect. These Conditions constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Conditions at any time. If a revision is material we will provide at least 30-days notice prior to any new Conditions taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

### Contact Us

If you have any questions about these Conditions, please contact us.