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### **1. AGREEMENT TO TERMS AND CONDITIONS**

By accessing, visiting and/or using this Website, you, the user, (a) acknowledge that you have read and understood these Terms, and (b) agree that you will be bound by these Terms. **If you do not agree to be bound by these Terms, do not use this Website.** Company may change these Terms at any time by posting the change to this Website. Please check these Terms periodically for changes. Your access or use of this Website after these Terms have been changed will mean that you agree to be bound by those changes. Your continued use of this Website will be subject to and governed by Company's then-current terms. The date these Terms were last modified is set forth at the end of these Terms.

### **2. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS**

Company will promptly process, investigate, and respond to all claims of intellectual property infringement and will take appropriate action under the Digital Millennium Copyright Act and other applicable intellectual property laws. Upon receipt of a notice that complies with the Digital Millennium Copyright Act, Company will act to promptly remove or disable access (i) to any Materials (as defined in Section 4) claimed to be infringing or claimed to be the subject of infringing activity and (ii) to any reference or link to Materials or activity claimed to be infringing. Company will terminate access to advertisers and others who are repeat infringers. **Send any notice of claimed copyright infringement to the email address or telephone number below:**

Designated Copyright Agent  
Rexel USA Legal Dept.  
email: [jonathan.plotkin@rexelusa.com](mailto:jonathan.plotkin@rexelusa.com)

Please include the word "copyright" in the subject line for all claims of intellectual property infringement. You may also direct all other questions and comments to [jonathan.plotkin@rexelusa.com](mailto:jonathan.plotkin@rexelusa.com).

### **3. SECURITY RULES**

You are responsible for protecting the confidentiality of your account number, username, and all passwords, and you agree to be responsible for all activities that occur under your account or password. You agree not to violate or attempt to violate the security of this Website, including without limitation, by (a) accessing data that is not intended for your use; (b) logging on to a server or account that you are not authorized to access; (c) probing, scanning or testing the vulnerability of any system or network related in any way to this Website without proper authorization; (d) breaching security or authentication measures without proper authorization; (e) interfering with service to any host, network, other user, including without limitation, sending unsolicited email, flooding, spamming, mailbombing, or crashing; (f) sending promotions and/or advertising products and/or services; or (g) attempting to do any of the preceding. You agree not to use a false email address, or otherwise attempt to mislead Company or any other person about the origin of any transmission.

### **4. RESTRICTION ON USE OF MATERIALS**

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### **5. TRADEMARKS AND SERVICE MARKS**

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"Live Chat" means an online chat function located on this Website (if applicable) in which visitors to this Website transmit requests and other information to representatives of Company. By using the Live Chat, you agree that you will comply with the rules, representations and warranties regarding transmission set forth in Section 11 below. Visitors to the Live Chat will be solely responsible for the content of their messages.

## **7. NATURE OF INFORMATION**

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## **10. DOWNLOADS**

You may request and receive from Company information created by Company or by a third party, in the form of an email attachment or electronic download. Company provides this information and other Materials as a service to its customers and is not responsible or liable for how that information interacts with your computer or software programs. Receipt of information from Company by email or electronic download constitutes a "use" of this Website for purposes of Section 11 below.

## **11. LIMITATION OF LIABILITY**

**UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF DATA OR LOST PROFITS, ARISING OUT OF THE USE OR INABILITY TO USE THIS WEBSITE OR THE MATERIALS, EVEN IF COMPANY OR A COMPANY AFFILIATE (AS DEFINED IN SECTION 18) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THIS WEBSITE OR THE MATERIALS RESULTS IN THE NEED FOR SERVICE, REPAIR OR CORRECTION OF EQUIPMENT, SOFTWARE OR DATA, YOU ASSUME ALL COST RELATED TO THAT SERVICE, REPAIR AND CORRECTION. IN ADDITION, BY ACCESSING OR USING THIS WEBSITE, YOU AGREE THAT COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM ACCESSING OR USING THIS WEBSITE OR ANY MATERIALS IS LIMITED TO THE GREATER OF (A) THE AMOUNT YOU PAID FOR THE COURSE OR PRODUCT GIVING RISE TO THE CLAIM; AND (B) \$50.**

## **12. TRANSMISSIONS**

Company will treat all messages, materials, information, or ideas (the "Transmission") you transmit to this Website, including without limitation on any Live Chat, by any means, as non-confidential and non-proprietary, and Company may use or disclose those Transmissions for any purpose, including without limitation developing, manufacturing, and marketing goods and/or services. However, Company will handle all personal information provided to Company in the manner provided in Company's [Privacy Policy](#). By sending any Transmission to this Website, you agree that (a) the Transmission does not (i) violate any law, regulation or third party right; (ii) contain any nudity, pornographic or other adult materials; (iii) contain any obscenities or materials that libels, slanders or defames any person, facility or product; (iv) invade the privacy of any person, infringe the proprietary rights of any person, constitute an unfair or improper trade practice or other wrongful business conduct; (v) contain any instructions or discussions about illegal activities; (vi) encourage or promote any illegal activity or racism; (v) promote or utilize software or services designed to deliver unsolicited e-mail or to circumvent protective technologies in violation of law; or (b) you will not impersonate another person. By sending any Transmission to this Website or to us, you automatically grant (or warrant that the owner of such rights has

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### **13. NO LICENSE**

Except as expressly provided otherwise in these Terms, nothing in this Website, including these Terms, grants, by implication, estoppel or otherwise, any license or right to use any Materials without the prior written permission of the owner of the Materials.

### **14. TAXES**

Unless you provide Company with a valid and correct tax exemption certificate applicable to any goods or services provided by Company or through this Website, you, the user, will be responsible for all sales and other taxes associated with those goods and/or services, however designated, except for taxes on Company's net income.

### **15. UNITED STATES GOVERNMENT RESTRICTED RIGHTS**

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### **16. PRIVACY**

It is Company's policy to respect the privacy of all visitors to this Website. For more information about Company's Privacy Policy, please refer to our [Privacy Policy](#).

### **17. GOVERNING LAW**

These Terms and all claims, disputes and controversies that may arise in connection with these Terms and this Website will be governed by the internal laws of the State of Texas without regard to its choice of law rules. In no event will these Terms or any claims, disputes, or controversies in connection with these Terms or this Website be governed by any international treaty or convention, including without limitation, the Convention for the International Sale of Goods.

### **18. ARBITRATION**

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether statutory, common law or equitable and whether pre-existing, present, or future) against Company, its agents, employees, affiliates, successors, and assigns (collectively, the "Company Affiliates"), relating to these Terms and/or this Website will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Any arbitration will be conducted before a single neutral arbitrator and will be limited solely to the dispute between you, the user, and Company. The arbitration will be conducted in Dallas, Texas, or by telephone or online. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

## **19. JURISDICTION**

This Website is controlled and operated from Company's offices within the State of Texas. If any claim, dispute, or controversy is not subject to binding arbitration as provided in the preceding section, you agree that the exclusive jurisdiction for such claim, dispute or controversy relating to this Website, including these Terms, will be the state and federal courts located in Dallas, Texas, that you will not file any action or proceeding in any other jurisdiction; and that you waive any argument that Dallas, Texas is an inconvenient forum.

## **20. HEADINGS**

The section headings used in these Terms are for convenience of reference only, do not affect the construction or interpretation of the text of these Terms, and are not part of these Terms.

## **21. SEPARATE AGREEMENTS**

If any provision of these terms and conditions is unlawful, void, or unenforceable for any reason, then that provision will be deemed to be deleted from these terms and conditions and such deletion will not affect in any way the remaining provisions in these terms and conditions.

## **22. ENTIRE AGREEMENT**

This is the entire agreement between you and Company relating to the subject matter of these Terms. These Terms may not be modified in any way except in a writing signed by both you and a duly authorized officer of Company.

## **23. OTHER TERMS AND CONDITIONS**

These Terms apply to all uses of this Website unless you and Company have signed a separate formal contract, in which case, that separate agreement will govern to the extent it conflicts with these Terms.

## **24. NOTICES, QUESTIONS, COMMUNICATIONS**

If you wish to contact Company, please direct all inquiries (except for claims of copyright infringement) to Rexel USA, Inc., 14951 N. Dallas Pkwy, Dallas, TX 75254. Send all notices, questions, and communications regarding copyright infringement in the manner specified in Section 2 above.

**LAST UPDATED: December 1, 2021**

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