



## Daikin Applied Latin America, L.L.C.

### Terms and Conditions of Use and Privacy Statement

Welcome!

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- A. You must use your real name in all online communications.
- B. You may not post or transmit any material which Daikin Applied in its sole discretion deems indecent, obscene, pornographic, defamatory, threatening, abusive, offensive and/or harmful, which discloses private or personal information concerning any person, any material which would violate the property rights of others including, without limitation, copyrighted text, images, audio files, or programs, trade secrets, or other confidential or proprietary information, nor use trademarks or Daikin Applied marks in an infringing manner.
- C. You may not interfere with others' use of the Site.
- D. You may not post or transmit any destructive programming or files, including without limitation code or files containing viruses, Trojan horses, or worms.



E. You may establish hyperlinks to our Home Page for your own use but may not link to other pages within our site. You may not create any link to our website for any commercial purpose, nor use any other technology, such as framing, which suggests to others that our website is provided or sponsored by anyone other than Daikin Applied.

F. You may not post or transmit any charity requests, petitions, chain letters or messages pertaining to multi-level marketing or pyramid schemes, advertising, promotional materials or other solicitations of others to provide or acquire goods.

G. You may not use the Site to conduct any illegal activity or to solicit any illegal activity or other activity that infringes the rights of others.

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#### **5. Limited Liability**

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## **6. Indemnity**

You agree to defend, indemnify, and hold Daikin Applied, its officers, directors, shareholders, affiliates, agents, employees, and licensors harmless and to defend them against all claims, losses, expenses, damages and costs, including without limitation reasonable attorney's fees, resulting from any violation of these Terms and Conditions by you.

## **7. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Florida, excluding any conflicts of laws statutes and the United Nations Convention on the International Sales of Goods. The laws of the United States shall apply when Florida State law does not. You agree that any legal action or proceeding between Daikin Applied and you concerning these Terms & Condition or the Site, shall be brought exclusively in the courts of the State of Florida and you hereby consent to the subject matter and personal jurisdiction of such courts. Any cause of action or claim you may have with respect to the Site must be brought within one year after the claim or cause of action arises or it shall be barred. Daikin Applied's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of such provision or right. Neither the course of dealing between the parties nor the practices of others in a similar trade, business, or industry shall act to modify any provision of these Terms and Conditions. Daikin Applied may assign its rights and duties under these Terms and Conditions to any party at any time without notice or consideration.

## **8. Security**

Access to the Site is based upon the nature of your relationship with Daikin Applied and use of a User Login ID and password where applicable. This Site will provide commercially available, reasonable security measures. However, you understand and acknowledge that certain risks are inherent in the transmission of information over the Internet, and you agree to assume the risk for the transmission of information you provide to use the Site. You agree that you will access only those areas of the Site and only that information on the Site pertaining to you and only as authorized by your employer and Daikin Applied. You further agree that only authorized persons shall be provided with your assigned User Login ID and password, that you are solely responsible for controlling and/or authorizing access to or use of the User Login ID and password, and that you shall be solely liable for all authorized and unauthorized access using the User Login ID and password. Without limiting any other provision of these Terms and Conditions, you agree, for yourself and your employer, that Daikin Applied shall have no liability for any claim, loss or damages arising out of access to the Site by anyone using your Login ID and/or password. You agree to change your password at least once every 90 days, or more frequently as may be requested by Daikin Applied.



## **9. Confidentiality**

You agree that the information you receive through the Site is confidential. You agree not to try to access and not to access any information through the Site which does not pertain to you and which you are not properly authorized to receive. You agree that if you access information about another individual or entity, or otherwise receive information you are not authorized to receive, or if you become aware that someone else has accessed information that person was not authorized to receive, you will immediately cease such unauthorized access, notify Daikin Applied of the unauthorized access and assist Daikin Applied in identifying and correcting the circumstances which permitted such unauthorized access. All information you receive concerning another individual or entity will be kept confidential, shall be returned to Daikin Applied immediately, shall not be transmitted to any other person or entity, and shall not be retained in any electronic or other form.

## **10. Termination**

The provisions of these Terms and Conditions shall survive termination of the Site and your use of the Site. All rights not expressly granted herein are reserved.

## **Privacy Statement**

Daikin Applied recognizes its obligation to protect the privacy and safety of its online guests. Daikin Applied has developed these privacy and safety practices to maintain these standards.

### **1) Personal Information**

Daikin Applied will collect no personal information about you when you visit the Site unless you choose to provide that information to us. Daikin Applied doesn't require any personal information for access to most of the Site. Any personal information that you provide by email or Web forms will be used only for such purposes as are described at the point of collection, such as to respond to your questions or comments, or to send information or products to you. If you provide contact information, Daikin Applied staff or our contractors may contact you to clarify your comment or question, or to learn about your level of customer satisfaction with our services. Daikin Applied uses user contact information to provide better products and service and to send you information or promotional materials you request. You may decline the opportunity to receive future mailings; your personal information will remain in our database, however. Daikin Applied will not disclose any personal information to third parties except when it is required to complete a customer-requested transaction or delivery, or if a court subpoenas this information.



## **2) Protection of Minors' Personal Information**

This Site does not publish content that is targeted to minors. It is a policy of Daikin Applied that no information should be submitted to or posted at the Daikin Applied Web site by children 16 years of age or under without the consent of a parent or guardian. This Site does not actively seek any demographic or preference information from children, nor will it ever disclose any personally identifying information regarding children to third parties.

## **3) Statistical vs. Personal Information**

Some non-personal information may be collected and stored automatically when you visit the Site. If you do nothing during your visit but browse through the Web site, read pages or download information, we will gather and store certain information about your visit automatically. This information does not identify you personally. Our system collects data in the server log that may include IP address, domain name, type of browser, operating system, pages viewed, search requests, and if you linked to our site from another Web site, that Web site's address may be logged. We aggregate this data and use it for statistical purposes. For example, the aggregated data helps us to determine the volume of our Web site users' interest in areas of our Web site. It also helps us understand how we can improve the navigation and content of our Web site. We may disclose this to third parties, but only in an aggregated form.

## **4) Use of Cookies**

Non-personal information may also be collected with the use of cookies. When someone visits the Site, a cookie may be placed on the user's machine (only if the visitor's Web browser has been set to accept cookies) or is read if the visitor has visited the site previously. This Site may collect aggregated site-visitation statistics using cookies. We do not track individuals' use of the site. If your browser is set to not accept cookies, you will be able to view most of the site; however, you may not be able to take advantage of personalized content, conveniences or services that may be offered on the site.

## **5) Password Protection**

To protect against unauthorized access to your password and your computer, it is important that you log out when you have completed your business on the Site on a shared computer.

## **6) Security**

This Site will provide commercially available, reasonable security measures. However, you understand and acknowledge that certain risks are inherent in transmission of information over the Internet, and you agree to assume the security risk for transmission of the information you provide to use the Site. This Site may, at any time,



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