

## **Apogee Industries, LLC Website Terms of Use**

This policy constitutes the entire agreement between Apogee Industries LLC (“We, Us”) and users (“You”) governing your use of the Apogee Industries website, including all pages within the website (collectively, “the Site”). By continuing to use the Site, you agree to the terms of this agreement. If you object to these Terms, you must cease use of the Site.

### **1. Use of Intellectual Property**

The logos, text, images, videos, and other intellectual property (collectively “Materials”) contained within the Site are the sole property of Apogee Industries LLC\*, and we reserve all rights to these Materials. You are prohibited from copying, leasing, selling, transferring, or otherwise redistributing any of these Materials for commercial or non-commercial purposes without our express prior written consent.

### **2. Restrictions**

You are prohibited from the following:

- Attempting to gain access to those parts of the Site which are not User-facing, or attempting to breach, hack, or otherwise circumvent the security of the Site, its servers, or any part of the network connecting you to the Site.
- Attempting to disrupt Users’ or our access to the Site, such as through a distributed denial-of-service (DDos) attack.
- Attempting to scrape, hack, or otherwise obtain confidential User information submitted to the Site, including but not limited to names, email addresses, passwords, or shipping information.
- Creating a redirect from any external source, public or private, to the Site or any Materials contained or linked to within without our express prior written consent.

### **3. Limited Liability**

Under no circumstances shall Apogee Industries LLC, nor any of its officers, directors, or employees, be liable to you for any reason arising from or connected with your use of the Site, whether such liability is under contract or otherwise. Apogee Industries LLC, including its officers, directors, and employees, shall not be liable for any indirect, consequential, or special liability arising out of or in any way related to your use of the Site.

### **4. Indemnification**

You agree to indemnify Apogee Industries LLC to the fullest extent from and against any and all liabilities, costs, demands, causes of action, damages, and expenses arising out of or in any way related to your breach of any of the provisions of these Terms.

## **5. Variation of Terms**

We may revise these Terms from time to time without notifying you, but the most recent version of these Terms will remain linked on the Site. We may also restrict access, without warning and for any reason, to a part or the whole of the Site for any length of time as we see necessary.

## **6. Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of Texas, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Texas for the resolution of any disputes.

If you or your company would like to obtain our permission for use of our logos, images, or videos, or if you have any questions or concerns regarding this Terms of Use Agreement, you may contact us at [questions@apgind.com](mailto:questions@apgind.com).

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