

Terms of Use for HYTORC Sites

Welcome to hytorc.com and related domain sites of HYTORC Division UNEX Corporation ("HYTORC", "Our" or "We"). These terms of use ("[Terms](#)") impose conditions on your access to our Websites, and any use you make of them, so please read them carefully. They do not alter in any way the terms or conditions of any other agreement you may have with HYTORC or its subsidiaries or affiliates for other products or services.

SPECIAL NOTE REGARDING NETWORKED HYTORC SITES. HYTORC maintains and operates many networked web pages and websites. Our websites include, but are not limited to: hytorc.com; portal.hytorc.com; hytorc.com.au; hytorcafrica.co.za; hytorc.co.uk; hytorc.com.br; hytorc.co.jp; library.hytorc.com; hytorc.sg; hytorc.tt; hytorc.com.au; hr.hytorc.com; torc.com and any other website operated by HYTORC and/or our directly owned affiliates and/or subsidiaries ("Websites"). Please note that individual Websites may adopt terms of use particular to the purpose of the Website or the transactions taking place there. For example, some of the our Websites affiliated with commercial transactions that you or your business may have with HYTORC, particularly those which are password-protected or subject to subscriptions, may have differing terms, or separate agreements which supplement or supersede these [Terms](#). A particular Website's imposed and/or posted terms of use, separate agreement or otherwise shall control in the event of a conflict with these [Terms](#). Except as supplemented or superseded as described herein, these [Terms](#) apply to the entire network of our Websites, and control your use thereof.

HYTORC reserves the right to change or modify any of the terms and conditions contained in these [Terms](#) or any policy or guideline of our Websites, at any time and in its sole discretion. Any changes or modification will be effective upon posting of the revisions and notice of such changes to our Websites. Your continued use of our Websites following the posting of its changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review these [Terms](#) and applicable policies from time-to-time to understand the terms and conditions that apply to your use of our Websites.

BY ACCESSING, BROWSING, AND USING OUR WEBSITES, YOU AGREE TO BE BOUND BY THESE [TERMS](#) AND CONDITIONS DESCRIBED BELOW, ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE, AND ANY SUBSEQUENT CHANGES TO THE FOREGOING. IF YOU DO NOT AGREE TO THESE [TERMS](#) OR ANY SUBSEQUENT MODIFICATION, DO NOT ACCESS, BROWSE OR OTHERWISE USE OUR WEBSITES.

Questions or comments about our Websites or their contents should be directed to web@hytorc.com.

Incorporated Agreements, Policies or Terms.

Privacy Policy. HYTORC believes strongly in protecting individual user privacy and providing you notice of HYTORC's collection and use of data, including personally identifying information, collected from our Websites. Therefore, HYTORC has adopted a [Privacy Policy](#) that you should review in order to fully understand how HYTORC collects and uses information.

Authorized User Agreement. Authorized Users consist only of HYTORC employees, independent sales representatives ("ISRs"), independent industrial distributors ("IIDs"), agents and/or customers designated specifically by HYTORC. HYTORC maintains password protected, restricted access to library.hytorc.com and portal.hytorc.com which provides HYTORC Proprietary Rights to Authorized Users. HYTORC desires to control the dissemination of HYTORC Proprietary Rights to and by Authorized Users. Authorized Users and their activities are subject to an [Authorized User Agreement](#) as a condition for use of these two sites, therefore Authorized Users should review it carefully.

HYTORC Site License and Access. HYTORC grants you a limited license to make personal use only of our Websites. Such grant does not include, without limitation: (a) any resale or commercial use of our Websites or content therein; (b) the collection and use of any product listings or descriptions; (c) making derivative uses of our Websites and their contents; or (d) use of any data mining, robots, or similar data gathering and extraction methods. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright or proprietary right of HYTORC or any third party.

You may not use, frame or utilize framing techniques to enclose any HYTORC trademark, logo or other proprietary information (including the images found at our Websites, the content of any text or the layout/design of any page or form contained on a page) without HYTORC's express written consent. Further, you may not use any meta tags or any other "hidden text" utilizing a HYTORC name, trademark, or product name without HYTORC's express written consent.

Any unauthorized use of our Websites will terminate the permission or license granted by these [Terms](#) and may violate applicable law including copyright laws, trademark laws (including trade dress), and communications regulations and statutes. All violators are subject to prosecution to the fullest extent of the law.

HYTORC Proprietary Rights. HYTORC maintains, in whatever medium, the following HYTORC- possessed, developed, accumulated or acquired: (1) any content, text, graphics, design arrangements, presentations, marketing items, advertisements, pamphlets, manuals, user guides, images, color schemes, websites, page headers, custom graphics, button icons, scripts, data, compilations, software, etc. (each, and collectively, "Materials"); (2) any names, logos, slogans, trade dress, indicia, trademarks, service marks, trade names, product markings, etc. (each, and collectively, "Marks"); (3) any trade secrets, market techniques, skills, strategic plans, product designs, methods of operation, business processes, services, ideas, inventions, concepts, works of authorship, copyrights and copyrightable materials and other intellectual property, etc. (each, and collectively, "Intellectual Property"); and (4) any information concerning or related to: (a) HYTORC's financial condition, results of operations, and amounts of compensation paid to officers and employees; (b) the terms and conditions (including prices) of sales and offers of sales of products and services, and the current status of HYTORC's relationship with any customer or supplier; (c) the terms, conditions and current status of HYTORC's other agreements and relationship with any customers; (d) the identities and business preferences of HYTORC's actual and prospective customers and suppliers or any employee or agent thereof with whom HYTORC communicates; (e) any communications between HYTORC, its officers, directors, shareholders or employees, and any attorney for the purpose of assisting such attorney retained by HYTORC for any purpose, or any person retained or employed by such attorney for purpose of assisting such attorney in the representation of HYTORC; and/or (f) any other matter or thing, whether or not recorded in any medium (each, and collectively, "Confidential Information"). "HYTORC Proprietary Rights" means HYTORC Materials, Marks, Intellectual Property and/or Confidential Information, including all modification, updates, derivations thereof and changes thereto, in whatever medium. HYTORC retains all right, title and interest to HYTORC Proprietary Rights. HYTORC Proprietary Rights may not be used, copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, in whole or in part, without the prior written permission of HYTORC. Any request for grant of a license to use HYTORC Proprietary Rights, whether personal or commercial, is subject to prior approval, and should be addressed to the [HYTORC legal department](#).

Agreement Proprietary Rights. Authorized Users agree that any materials, marks, intellectual property and/or confidential information made by Authorized Users in the course of or related to this Agreement (each, and collectively, "Agreement Proprietary Rights"), shall be the sole property of HYTORC, as works made for hire where applicable, free from any claim to legal or equitable title by Authorized Users. Authorized Users shall execute any documents as necessary to achieve such result.

Proprietary Rights Complaints. HYTORC respects the proprietary rights of others. If you believe that your work has been copied and has been posted to our Websites in a way that constitutes proprietary right infringement, please provide the [HYTORC legal department](#) with the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the proprietary right interest;
- A description of the proprietary right that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on our Websites;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the proprietary right owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the proprietary right owner or authorized to act on the proprietary right owner's behalf.

Third-Party Content. Our Websites may, from time to time, include discussion forums and interactive areas. Any forums and interactive areas of our Websites may be used for commercial purposes. By using the forums or interactive areas, you agree not to do any of the following:

- Upload to, distribute or otherwise publish through our Websites any message, data, information, text or other material ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- Upload or transmit through our Websites any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- Upload or transmit through our Websites any Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; and
- Without HYTORC's written permission, distribute or publish unsolicited promotions, advertising or solicitations for funds, goods or services, including junk mail and spam.

HYTORC takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, if any, HYTORC is only a forum and is not liable for any statements, representations, or Content provided by its users.

Enforcement. HYTORC has the right, but not the obligation, to monitor any activity and Content associated with its forums and interactive areas. HYTORC may investigate any reported violation of its policies or complaints and take any appropriate action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, and/or removal of posted Content. HYTORC reserves the right and has absolute discretion, to remove, screen or edit any Content that violates these provisions or is otherwise objectionable. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect HYTORC's systems and customers, or to ensure the integrity and operation of HYTORC's business and systems, HYTORC may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted Content. *HYTORC's right to disclose any such information shall govern over any terms of HYTORC's [Privacy Policy](#).*

Responsibility for Your Conduct. You shall remain solely liable for the Content of any messages or other information you upload or transmit to our Websites, including any discussion forums or interactive areas. You agree to indemnify and hold harmless HYTORC from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your conduct, your violation of these [Terms](#), or your violation of any rights of a third party.

Linking.

Links to our Websites. You are granted a limited, non-exclusive right to create a hyperlink to our Websites provided such link does not portray HYTORC or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner. You may not use a HYTORC logo or other proprietary graphic or trademark of HYTORC to link to our Websites without the express written permission of HYTORC. This limited right may be revoked at any time.

Third-Party Links. HYTORC makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party sites accessible by hyperlink from our Websites, or third-party sites linking to our Websites. The third-party linked sites are not under the control of HYTORC and HYTORC is not responsible for the content of any third-party linked site or any link contained in a third-party linked site, or any review, changes or updates to such sites. HYTORC is providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by HYTORC of the site or any information contained therein. When leaving our Websites, you should be aware that HYTORC's terms and policies no longer govern, and, therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of that site.

General Submissions. Do not use our Websites as a means of submitting information you consider to be proprietary. Confidential and proprietary information should be submitted only in connection with those our Websites specifically allowing and providing for its receipt and protection. Except as otherwise expressly provided in the terms of use for your transactions with our Websites or in a written agreement with HYTORC applicable to your particular use of our Websites, any submission of materials by you will be considered a contribution to HYTORC for further use in its sole discretion, regardless of any proprietary claims or reservation of rights noted in the submission. Accordingly, you agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of e-mail or submissions to HYTORC, or postings on our Websites, shall become the sole property of HYTORC. HYTORC shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any materials to HYTORC, including the posting of materials to any forum or interactive area, irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.

Disclaimers.

"AS IS" BASIS. OUR WEBSITES AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT USE OF HYTORC SITES, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE, IS AT YOUR SOLE RISK.

WARRANTY DISCLAIMER. HYTORC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE INFORMATION, MATERIALS, CONTENT, SERVICES AND PRODUCTS ON OUR WEBSITES. HYTORC DOES NOT REPRESENT OR WARRANT THAT MATERIALS ON OUR WEBSITES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. HYTORC IS NOT RESPONSIBLE FOR

TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, OR PHOTOGRAPHY. WHILE HYTORC ATTEMPTS TO ASSURE YOUR ACCESS AND USE OF OUR WEBSITES ARE SAFE, HYTORC CANNOT AND DOES NOT REPRESENT OR WARRANT THAT OUR WEBSITES OR THEIR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

HYTORC reserves the right to change any and all content contained on our Websites at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by HYTORC.

Limitation of Liability.

IN NO EVENT SHALL HYTORC BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR WEBSITES OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, OUR WEBSITES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HYTORC (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE USE OF OUR WEBSITES EXCEED \$1.00 USD.

Certain laws do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to you, and you may have additional rights to those contained herein.

Applicable Law and Venue. These [Terms](#) shall be governed by and construed in accordance with the laws of the State of New Jersey, applicable to agreements made and entirely to be performed within the State of New Jersey, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these [Terms](#) shall be filed only in state or federal court located in Bergen County, New Jersey, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these [Terms](#).

Termination. Notwithstanding any of these [Terms](#), HYTORC reserves the right, without notice and in its sole discretion, to terminate your license to use our Websites, and to block or prevent future access to and/or use of our Websites.

Severability. If any provision of these [Terms](#) shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Social Media. Our social media pages/channels, including, but not limited to, Facebook, Twitter, LinkedIn, Flickr, Glassdoor and YouTube (“**HYTORC Social Media**”) are a place for you to learn more about HYTORC. Neither HYTORC nor any of its subsidiaries are responsible for third party content posted or appearing on HYTORC Social Media, including but not limited to content and links posted by users. HYTORC does not control or endorse nor is it responsible for third party content and makes no representations regarding the accuracy of content, information, opinions, claims, or advice shared therein.

HYTORC does not condone or allow use of social media community space for content not related to HYTORC. We reserve the right to remove postings that are: abusive, defamatory, or obscene; fraudulent, deceptive or misleading; in violation of copyright or intellectual property laws; contain advertising or SPAM; and any other content that HYTORC may deem inappropriate.

HYTORC reserves the right to ban and block individuals who do not follow these basic rules of engagement. We are excited that you've decided to visit HYTORC Social Media, and look forward to sharing our stories with you. When visiting HYTORC Social Media you should also be aware and familiarize yourself with the site owner's posted terms of service.

Privacy Policy for HYTORC Sites

Introduction. HYTORC Division UNEX Corporation ("HYTORC", "Our" or "We") respects your privacy and are committed to protecting it through our compliance with this [Privacy Policy](#).

This [Privacy Policy](#) describes the types of information we may collect from you or that you may provide when you visit HYTORC Sites (our "Websites") and our practices for collecting, using, maintaining, protecting, and disclosing that information. Our websites include, but are not limited to: hytorc.com; portal.hytorc.com; hytorc.com.au; hytorcafrica.co.za; hytorc.co.uk; hytorc.com.br; hytorc.co.jp; library.hytorc.com; hytorc.sg; hytorc.tl; hytorc.com.au; hr.hytorc.com; torc.com and any other website operated by HYTORC and/or our directly owned affiliates and/or subsidiaries ("Websites").

This policy applies to information we collect:

- On our Websites.
- In email, text, and other electronic messages between you and our Websites.
- Through mobile and desktop applications, you download from our Websites or third party websites, which provide dedicated non-browser-based interaction between you and our Websites.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

- us offline or through any other means; or
- any unaffiliated third party, even if linked to or accessible from or on our Websites.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Websites. By accessing or using our Websites, you agree to this [Privacy Policy](#). This policy may change from time to time. Your continued use of our Websites after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13. Our Websites are not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on our Websites. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on our Websites or on or through any of its features, register on our Websites, make any purchases through our Websites, use any of the interactive or public comment features of our Websites or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at web@hytorc.com.

Information We Collect About You and How We Collect It. We collect several types of information from and about users of our Websites, including information:

- by which you may be personally identified, such as name, postal address, e-mail address, telephone number, any other information the website collects that is defined as personal or personally identifiable information under an applicable law, or any other identifier by which you may be contacted online or offline ("personal information");
- that is about you but individually does not identify you, such as IP address, ; and/or
- about your internet connection, the equipment you use to access our Websites and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through our Websites. Information collected automatically may include usage details, access dates and times, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, for example, our business partners.

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Websites. This includes information provided at the time of registering to use our Websites, purchasing our products, subscribing to our services, posting material, requesting further products and/or services and/or reporting a problem with our Websites.
- Records and copies of your correspondence including email addresses, if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.

- Details of transactions you carry out through our Websites and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Websites.
- Your search queries on our Websites.
- Information that you provide or we input into our mobile applications or customer portals.
- Information you provide for marketing and business development purposes.

You also may provide information to be published or displayed (“posted”) on public areas of our Websites, or transmitted to other users of our Websites or third parties (“User Contributions”). Your User Contributions are posted on and transmitted to others at your own risk. We cannot control the actions of other users of our Websites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

As you navigate through and interact with our Websites, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Websites, including traffic data, location data, logs, and other communication data and the resources that you access and use on our Websites.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services, i.e. behavioral tracking.

The information we collect automatically is statistical data and may include personal information, or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Websites and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Websites according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Websites.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Websites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Websites.
- **Flash Cookies.** Certain features of our Websites may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Websites. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Adobe’s [website](#).
- **Web Beacons.** Pages of our Websites and our e-mails may contain small electronic files known as web beacons that permit the HYTORC, for example, to count users who have visited those pages or opened an email and for other related website statistics, for example, recording the popularity of certain website content and verifying system and server integrity.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or which you provide to us.

Third-Party Use of Cookies and Other Tracking Technologies. Some content or applications, including advertisements, on our Websites are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies, alone or in conjunction with web beacons or other tracking technologies, to collect information about you when you use our Websites. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based, or behavioral, advertising or other targeted content.

We do not control these third parties’ tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see [Choices About How We Use and Disclose Your Information](#).

How We Use Your Information. We use information that we collect about you or that you provide to us, including any personal information:

- To present our Websites and its contents to you.
- To enhance, improve and further develop our Products and Services (such as, creating new features or functions, refining the user experience, increasing the technical performance of our Products, etc.).
- To provide you with information, products, services or features, functions and benefits thereof that you request from us or we send to you.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, subscription, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing, collection, or account or legal notices.
- To notify you about changes to our Websites or any products or services we offer or provide though it.
- To allow you to participate in interactive features on our Websites.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please send an email to web@hytorc.com or follow the instructions set forth in such communication. For more information, see [Choices About How We Use and Disclose Your Information](#).

Disclosure of Your Information. We may disclose aggregated information about our users, and information that does not identify any individual, without restriction. We do not rent or sell your information in personally identifiable form to anyone.

We may disclose personal information that we collect or you provide as described in this [Privacy Policy](#):

- To our subsidiaries and affiliates.
- To agents, contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them. Such third-parties may include marketing, advertising, communications, infrastructure, IT services, customer service, survey administration and processing, and payments processing. In the course of providing such services, these third party providers may have access to your information. But, they are only authorized to use or disclose your information in connection with providing us with their services. Some of the providers currently utilized and the types of processing they do include, but are not limited to: Amazon AWS - cloud hosting service; Hostdime – web hosting service; Google Analytics; and Heartland – Credit Card Payment Processor.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of HYTORC's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by HYTORC about our Websites users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures by email to web@hytorc.com or other applicable opt-out procedure. For more information, see [Choices About How We Use and Disclose Your Information](#).
- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the "email a friend" feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply this [Privacy Policy](#), our [Terms of Use](#), our [Authorized User Agreement](#) and/or other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of HYTORC, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

California Residents. UNDER CALIFORNIA CIVIL CODE SECTIONS 1798.83-1798.84, CALIFORNIA RESIDENTS ARE ENTITLED TO ASK US FOR A NOTICE IDENTIFYING THE CATEGORIES OF INFORMATION WHICH WE SHARE WITH OUR AFFILIATES AND/OR THIRD PARTIES FOR MARKETING PURPOSES, AND PROVIDING CONTACT INFORMATION FOR SUCH AFFILIATES AND/OR THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT AND WOULD LIKE A COPY OF THIS NOTICE, PLEASE SUBMIT A WRITTEN REQUEST TO web@hytorc.com.

EU Residents. With respect to the General Data Protection Regulation (“GDPR”), HYTORC:

- processes data only on documented instructions from the controller, including with regard to transfers of data to a third country or an international organization, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ensures that persons authorized to process the data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- takes Technical and Organizational measures in accordance with Article 32 of the GDPR;
- respects the conditions referred to in paragraphs 2 and 4 of Article 28.3 of the GDPR for engaging another processor;
- will use commercially reasonable efforts, insofar as this is possible, for the fulfillment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GPDR;
- assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the processor;
- will, at the choice of the controller, which should be exercised via the Service or by emailing the choice to web@hytorc.com, delete or return all the data to the controller after the end of the provision of services relating to processing, and will delete existing copies unless Union or Member State law requires storage of the data; and
- will make available to the controller all information necessary to demonstrate compliance with the obligations laid down in Article 28.3 of the GDPR and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

Choices About How We Use and Disclose Your Information. We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's [website](#). If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by sending us an email stating your request to web@hytorc.com.
- **Promotional Offers from HYTORC.** If you do not wish to have your email address / contact information used by HYTORC to promote our own or third parties' products or services, you can opt-out by sending us an email stating your request to web@hytorc.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to HYTORC as a result of a product purchase, warranty registration, product service experience or other transactions.

Accessing and Correcting Your Information. You can review and change your personal information by logging into, where applicable, our Websites and visiting your account profile page. You may also send us an email to web@hytorc.com to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from our Websites, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users. Proper access and use of information provided on our Websites, including User Contributions, is governed by our [Terms](#).

Data Security. We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions and form submissions will be encrypted using SSL technology.

The safety and security of your information also depends on you. Where you have chosen a password for access to certain parts of our Websites, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of our Websites like message boards. The information you share in public areas may be viewed by any user of our Websites.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Websites. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Websites.

Limitations on Deletion. Even after we remove your information, this Information may be retained by us on back-up servers indefinitely. In addition, we will continue to retain and use anonymized data (meaning data that does not specifically identify you). We keep such servers to help protect the stability and availability of our services (such as protecting it from viruses and malfunctions).

We may also retain certain information to prevent identity theft and other misconduct even if deletion has been requested. We may also indefinitely retain and use any aggregated data derived from or incorporating your Information after you update or delete it, but not in a manner that would identify you.

We have information retention processes designed to retain information of our customers for no longer than necessary for the purposes stated above or to otherwise meet legal requirements.

Changes to Our Privacy Policy. It is our policy to post any changes we make to our [Privacy Policy](#). If we make material changes to how we treat our users' personal information, we will notify you by email to the primary email address specified in your account and/or through a notice on our Websites home page. The date this [Privacy Policy](#) was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this [Privacy Policy](#) to check for any changes.

Contact Information. To ask questions or comment about this [Privacy Policy](#) and our privacy practices, contact us at:
ATTN: IT DEPARTMENT; HYTORC Division UNEX Corporation; 333 Route 17 North; Mahwah, New Jersey 07430 USA; +011 201 512 9500; web@hytorc.com.

Authorized User Agreement for HYTORC Sites

WHEREAS, HYTORC Division UNEX Corporation ("HYTORC", "Our" or "We") engage with users which consist only of HYTORC employees, independent sales representatives, independent industrial distributors, agents and/or customers designated specifically by HYTORC ("Authorized Users").

WHEREAS, HYTORC maintains password protected, restricted access to library.hytorc.com and portal.hytorc.com, which provides HYTORC Proprietary Rights to Authorized Users.

WHEREAS, HYTORC desires to control Authorized Users' access to and use of such sites and HYTORC Proprietary Rights.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency hereby acknowledged, HYTORC and Authorized Users mutually agree that:

CONFIDENTIALITY. This section applies to all Authorized Users.

HYTORC Proprietary Rights. HYTORC maintains, in whatever medium, the following HYTORC- possessed, developed, accumulated or acquired: (1) any content, text, graphics, design arrangements, presentations, marketing items, advertisements, pamphlets, manuals, user guides, images, color schemes, websites, page headers, custom graphics, button icons, scripts, data, compilations, software, etc. (each, and collectively, "Materials"); (2) any names, logos, slogans, trade dress, indicia, trademarks, service marks, trade names, product markings, etc. (each, and collectively, "Marks"); (3) any trade secrets, market techniques, skills, strategic plans, product designs, methods of operation, business processes, services, ideas, inventions, concepts, works of authorship, copyrights and copyrightable materials and other intellectual property, etc. (each, and collectively, "Intellectual Property"); and (4) any information concerning or related to: (a) HYTORC's financial condition, results of operations, and amounts of compensation paid to officers and employees; (b) the terms and conditions (including prices) of sales and offers of sales of products and services, and the current status of HYTORC's relationship with any customer or supplier; (c) the terms, conditions and current status of HYTORC's other agreements and relationship with any customers; (d) the identities and business preferences of HYTORC's actual and prospective customers and suppliers or any employee or agent thereof with whom HYTORC communicates; (e) any communications between HYTORC, its officers, directors, shareholders or employees, and any attorney for the purpose of assisting such attorney retained by HYTORC for any purpose, or any person retained or employed by such attorney for purpose of assisting such attorney in the representation of HYTORC; and/or (f) any other matter or thing, whether or not recorded in any medium (each, and collectively, "Confidential Information"). "HYTORC Proprietary Rights" means HYTORC Materials, Marks, Intellectual Property and/or Confidential Information, including all modification, updates, derivations thereof and changes thereto, in whatever medium. HYTORC retains all right, title and interest to HYTORC Proprietary Rights. HYTORC Proprietary Rights may not be used, copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, in whole or in part, without the prior written permission of HYTORC. Any request for grant of a license to use HYTORC Proprietary Rights, whether personal or commercial, is subject to prior approval, and should be addressed to the [HYTORC legal department](#).

Agreement Proprietary Rights. Authorized User agrees that any materials, marks, intellectual property and/or confidential information made by Authorized User in the course of or related to this Agreement (each, and collectively, "Agreement Proprietary Rights"), shall be the sole property of HYTORC, as works made for hire where applicable, free from any claim to legal or equitable title by Authorized User. Authorized User shall execute any documents as necessary to achieve such result.

Necessity of Confidentiality. Authorized User acknowledges and agrees that HYTORC is engaged in a highly competitive business and has expended, or will expend, significant sums of money, and has invested, or will invest, a substantial amount of time to develop and use, and maintain the secrecy of, HYTORC Proprietary Rights. HYTORC has thus obtained, or will obtain, a valuable economic asset which has enabled, or will enable, it to develop an extensive reputation and to establish long-term business relationships with its customers. If such HYTORC Proprietary Rights were disclosed to another person or entity or used for the benefit of anyone other than HYTORC, HYTORC would suffer irreparable harm, loss and damage. Accordingly, Authorized User acknowledges and agrees that, unless HYTORC Proprietary Rights become publicly known through legitimate origins not involving an act or omission by Authorized User: (1) HYTORC Proprietary Rights are, and at all times hereafter shall remain, the sole property of HYTORC; (2) Authorized User shall use his best efforts and the utmost diligence to guard and protect HYTORC Proprietary Rights from disclosure to any competitor or customer of HYTORC or any other person, firm, corporation, or other entity; (3) unless HYTORC gives Authorized User prior express written permission now and thereafter, he shall not use for its own or any third party's benefit, or divulge to any competitor or customer or any other person, firm, corporation or other entity, any HYTORC Proprietary Rights which he may obtain, learn about, develop, or be entrusted with as a result of his relationship with HYTORC; and (4) except in the ordinary course of HYTORC's business, Authorized User shall not seek or accept any HYTORC Proprietary Rights from any former, present or future employee of HYTORC.

Unauthorized Disclosure of HYTORC Proprietary Rights. If it appears that Authorized User disclosed, or threaten to disclose, HYTORC Proprietary Rights in violation of Agreement, HYTORC shall be entitled to terminate Authorized User and/or to an injunction to restrain Authorized User from disclosing, in whole or in part, such HYTORC Proprietary Rights, or from providing services or assistance to any party to whom such HYTORC Proprietary Rights has been disclosed or may be disclosed. HYTORC shall be entitled to recover its reasonable attorneys' fees and court costs in enforcing any provision of Agreement. This provision will not prohibit HYTORC from pursuing other remedies, including any claim for losses and damages.

Return of Records. Upon termination of Agreement, Authorized User shall deliver, and shall cause its employees and agents to deliver, all HYTORC Proprietary Rights, including records, notes data, memorandum, models, and equipment of any nature that are in its or their possession or under its or their control and that are HYTORC's property or relate to HYTORC's business. Authorized User shall not make or keep, and shall cause its employees and agents not to make or keep, any copies, notes, abstracts, summaries, tapes or other record of any type of HYTORC Proprietary Rights. Authorized User shall also return, and shall cause its employees and agents to return, all HYTORC property in its or their possession or control.

Relationship Between HYTORC and Authorized Users of the Independent Sales Representative ("ISR") and/or Independent Industrial Distributor ("IID") Type. This section applies only to Authorized Users designated as ISRs or IIDs.

Independent Contractor. ISRs and IIDs are independent contractors with respect to HYTORC and not an employee of HYTORC for any purpose. HYTORC will not provide, and ISRs and IIDs shall not be entitled to any benefit HYTORC provides to its employees. Such benefits include, but are not limited to, health insurance, disability insurance, vacation, holidays, pension or any other employee benefit, for the benefit of ISRs and IIDs. ISRs and IIDs shall not be construed to constitute a general agent, partner or joint-venturer of HYTORC, it being the intention that ISRs and IIDs remain an independent contractor and shall be responsible for its actions and those of any of ISRs' and IIDs' agents, servants, and/or other employees. HYTORC shall withhold no taxes (federal, state or local or payment of social security (FICA), Medicare or workers compensation) from compensation paid to ISRs and IIDs for services rendered. ISRs and IIDs accept responsibility for such taxes and payments and shall indemnify HYTORC for any losses or claims arising from ISRs' and IIDs' failure to pay such taxes.

Limitations on ISRs and IIDs. ISRs and IIDs shall not to hold itself out as an employee of HYTORC. ISRs and IIDs shall not to enter any commitments on behalf of, in the name of, or bind HYTORC in any way. ISRs and IIDs shall not to sign the name of HYTORC to any commercial paper, contract or other instrument. ISRs and IIDs shall not contract any debt or enter any agreement binding HYTORC to the payment of money. ISRs and IIDs shall not to receive or make payments for or on behalf of HYTORC. ISRs and IIDs shall not to sell competing goods within territory without written notice of HYTORC. ISRs and IIDs shall not transfer or assign Agreement or any interest therein without written consent of HYTORC. ISRs and IIDs shall not export product outside of territory, whether domestically or internationally.

Expectations of ISRs and IIDs. ISRs and IIDs shall maintain separate office space, office facilities and competent personnel. ISRs and IIDs shall bear the entire cost and expense of conducting activities under Agreement. ISRs and IIDs shall respond promptly to all product inquiries and requests by customers or potential customers in territory. ISRs and IIDs shall communicate electronically via HYTORC authenticated means. ISRs and IIDs shall seek written approval by HYTORC in advance for any ISR and IID -created websites, pamphlets, catalogs, booklets, manuals or other advertising, marketing, selling or technical data, information or literature.

INJURIES. ISRs AND IIDs SHALL OBTAIN APPROPRIATE INSURANCE COVERAGE FOR BENEFIT OF ISRs AND IIDs (AND ISRs' AND IIDs' EMPLOYEES). ISRs AND IIDs WAIVES ANY RIGHTS TO RECOVERY FROM HYTORC FOR ANY INJURIES THAT ISRs AND IIDs (AND/OR ISRs' AND IIDs' EMPLOYEES) MAY SUSTAIN WHILE PERFORMING SERVICES UNDER AGREEMENT AND THAT ARE A RESULT OF THE NEGLIGENCE OF ISRs AND IIDs OR ISRs' AND IIDs' EMPLOYEES. ISRs AND IIDs SHALL NAME HYTORC AS AN ADDITIONAL INSURED UNDER ISR'S GENERAL LIABILITY INSURANCE POLICY (\$2,000,000.00 USD COMBINED SINGLE LIMIT), UNDER ISRs' AND IIDs' WORKERS COMPENSATION (APPLICABLE STATE LIMITS) AND EMPLOYER LIABILITY POLICY (\$2,000,000.00 USD). ISR SHALL PROVIDE HYTORC WITH A CERTIFICATE OF INSURANCE EVIDENCING THAT ISRs AND IIDs MAINTAINS SUCH COVERAGE.

INDEMNIFICATION. ISRs AND IIDs SHALL INDEMNIFY AND HOLD HYTORC HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, EXPENSES AND FEES, INCLUDING ATTORNEY FEES, COSTS AND JUDGMENTS THAT MAY BE ASSERTED AGAINST HYTORC THAT RESULT FROM THE ACTS OR OMISSIONS OF ISRs AND IIDs, ISRs' AND IIDs' EMPLOYEES, IF ANY, AND ISRs' AND IIDs' AGENTS, INCLUDING ANY CLAIMS MADE UNDER WORKERS COMPENSATION LAWS OR FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO THE PERFORMANCE BY ISRs AND IIDs OF THEIR OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT BE CONSTRUED TO CONSTITUTE AN INDEMNIFICATION CONTRARY TO ANY



GOVERNING LAW THAT SHALL PROHIBIT INDEMNIFICATION AGAINST LOSS, LIABILITY OR COST CAUSED BY THE NEGLIGENCE OF INDEMNITEE. THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE TERMINATION OF AGREEMENT.

GENERAL. This section applies to all Authorized Users.

Entire Agreement. Agreement supersedes all prior discussions and writings with respect to Authorized User’s access to and use of library.hytorc.com and portal.hytorc.com and constitutes the entire agreement with respect to such between the Parties.

Amendment. Except as otherwise provided, Agreement may be modified, altered or amended only by written instrument signed by both Parties.

Termination of Agreement. Parties agree that Agreement is **at-will**. Either Party may terminate Agreement for any reason at any time by written notice to the other Party.

Choice of Law and Forum. AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW JERSEY, WITHOUT REGARD TO CONFLICTS OF LAWS RULES OR PRINCIPLES. THE PARTIES IRREVOCABLY ATTORN TO THE JURISDICTION OF THE COURTS OF NEW JERSEY.

Judicial Relief. HYTORC maintains right to file action in a court of competent jurisdiction for judicial relief against Authorized User.

No Assignment of Agreement. Authorized Users shall not assign Agreement to any other person, firm or corporation without the prior written consent of HYTORC. Subject to the foregoing, Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and respective successors and assigns.

Execution Authority. Each person signing Agreement represents it has full authority to execute Agreement.

Headings. Section headings of Agreement are for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of Agreement.

Severability of Provisions. The provisions of Agreement are severable and if any provision is determined to be void or unenforceable, in whole or in part, the remaining provisions of Agreement shall nevertheless be binding and enforceable.

Survival of Provisions after Termination. The provisions of the first (1st) and second (2nd) sections shall survive termination of Agreement.

Waiver. The failure of a Party to enforce at any time the provisions hereof shall not be construed to be a waiver of or right to enforce such provisions. Parties may waive such enforcement power or right only in writing, signed by both Parties.

THE CONDITIONS AND TERMS OF AGREEMENT HAVE BEEN READ, UNDERSTOOD, AGREED TO, AND ACCEPTED BY ME:

Date:

For Authorized User
Name:
Position: