

Allegion Terms of Service

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IF YOU ARE SIGNING THIS DOCUMENT ELECTRONICALLY, YOU MUST READ AND SCROLL THROUGH THE ENTIRE DOCUMENT. IF YOU AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “I AGREE” BUTTON BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “I DECLINE” BUTTON.

1. Electronic Transactions. Schlage Lock Company LLC, including any parent, subsidiary, or affiliate thereof (collectively “Company”), has created the customer website and related systems (“System”) to allow customer access to content regarding goods and services related to Company and, if applicable, to submit orders (“Electronic Orders”) by its designated employees (“Electronic Agents”) for the purchase of products or services via the Internet or other electronic connection. The parties agree that for all purposes Electronic Orders will be treated the same as orders placed by fax, phone, mail, or other conventional means. If customer has, or enters into, a purchase agreement with Company, such agreement will supersede this Agreement in the event of any conflicting terms. **Your use of the System includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by Company’s General Terms and Conditions of Sale and Service and that you have the requisite authority to do so. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions customer enters into on this System.**

Use of the System is governed by this Agreement, regardless of method of accessing the System (including through the Internet, through a mobile network, or otherwise). To access and retain customer’s electronic records, customer may be required to have certain hardware and software, which are customer’s sole responsibility. Company is not responsible for typographical errors.

The System also includes additional Service Applications that may require and be governed by additional terms and conditions. Additionally, goods or services that are available for purchase through these additional system applications are also governed by *Company’s General Terms and Conditions of Sale and Service*.

2. Acceptance of Terms. By using the System, Customer agrees to the terms of this Agreement and to any additional rules and guidelines that Company posts on the System. Company may make changes to this Agreement from time to time; Company may notify customer of such changes by any reasonable means.
3. Particulars of the System. The following terms further define the aspects of the System and govern its use.
 - a. *No Charge to Customer.* Unless otherwise agreed to by customer in writing, customer’s access to and use of the current version of the System is provided free of charge, however, customer is responsible for all charges for products and services purchased by customer’s Electronic Agents using the System.
 - b. *Right to Change.* The System is provided on an “as is” and “as available” basis, without any express or implied warranty, and Company may change, add, or discontinue all or any part of the System at any time without prior notice.
 - c. *Rules of Conduct.* In using the System, customer agrees to obey the law, respect the rights of others and avoid objectionable, defamatory, or disruptive behavior. In addition, customer will comply with the following “Rules of Conduct” as updated from time to time by Company. Customer will not:
 - i. Create, use, post, transmit, or otherwise make available, through or in connection with the System:
 1. Anything that is or may be (a) threatening, harassing, degrading, hateful, or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right without the express prior consent of the owner of such right.

2. Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; that promotes gambling; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking.”
 3. Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment, or access, modify, or download any data without authorization.
 4. Any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
 5. Any material or non-public information about a company without the proper authorization to do so.
- ii. Use the System for any fraudulent, unauthorized, or unlawful purpose. Interfere with or disrupt the operation of the System or the servers or networks used to make the System available; or violate any requirements, procedures, policies, or regulations of such networks.
 - iii. Restrict or inhibit any other person so authorized from using the System (including by hacking or defacing any portion of the System).
 - iv. Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the System or any data on the System without authorization.
 - v. Except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the System.
 - vi. Frame or mirror any part of the System without Company’s express prior written consent.
 - vii. Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the System, without Company’s express prior written consent.

Company may terminate Customer’s use of the System for any conduct that Company considers to be inappropriate, or for Customer’s breach of this Agreement.

- d. *Customer Information.* Company respects the privacy of information provided by Customer in its use of the System (“Customer Information”). Company and its affiliated entities may (1) use such Customer Information in its commercial dealings with Customer and (2) disclose Customer Information as required by a governmental authority following appropriate procedures. Company may (1) combine and aggregate Customer Information with similar information provided by other customers into a single combined database (“Combined Information Database”) and (2) use and disclose all or any portion of the Combined Information Database so long as it does not reference or disclose Customer’s name, address or any other unique identifying information. Customer’s submission of information through the System is governed by Company’s Privacy Policy as stated in the Privacy Policy page, link located at the bottom of each page on the System (the “Privacy Policy”). Further, to the extent that Customer submits any personally identifiable information to any third party in connection with the System, such third party’s collection, use, and disclosure of such information may be governed by its own privacy policy and not by Company’s Privacy Policy.
- e. *Software and Hardware.* Customer will be solely responsible for obtaining all software, hardware, and other related equipment Customer may require in order to access and use the System, including, but not limited to, updating such software and hardware to fully access and use the System as it may change from time to time.
- f. *Registration.* Customer may need to register to use any part(s) of the System. Company may reject or require that Customer change any user name, password, or other information that Customer provides to Company in registering. Customer’s user name and password are for Customer’s personal use only and should be kept confidential. Customer is responsible for any use of Customer’s user name and password, and Customer agrees to promptly notify Company of any confidentiality breach or unauthorized use of Customer’s user name and password or Customer’s System account.

Customer agrees to limit access to the System to Customer’s own key employees. No third parties shall have access to the System. Customer shall treat the System and related documentation as confidential and proprietary and shall

protect it from disclosure to any third party. Customer shall not copy or duplicate or permit anyone else to copy or duplicate the System, any System content, or documentation.

- g. *Unsolicited Submissions.* Notwithstanding anything to the contrary in this Agreement, Company and its affiliates do not accept, invite, or consider unsolicited submissions of ideas, proposals, or suggestions (“Unsolicited Submissions”), whether related to the System, Company’s products, services, or otherwise. Company does not treat Unsolicited Submissions as confidential, and any Unsolicited Submission will become Company’s or Company’s affiliates’ sole property. Company and its affiliates have no obligations with respect to Unsolicited Submissions and may use them for any purpose whatsoever without compensation to Customer or any other person.
- h. *Intellectual Property.* All right, title, and interest (including all copyrights and other intellectual property rights) in and to the System belong exclusively to Company. Company, its affiliates and its respective licensors and suppliers own the information and materials displayed and/or made available through the System, but not limited to photographic images, graphics, illustrations, moving images, sound, text, data, and software. Such information and materials are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Company, its affiliates and/or its respective licensors or suppliers own copyright, the trade names, trademarks, service marks, and all other intellectual property on the System.

Customer’s use of the System may not be for any purpose other than Customer’s business with Company. All copyright, trademarks, service marks, and other intellectual property on the System not owned by Company or its affiliates are the property of their respective owners. Customer may not use Company’s copyright protected works, trade names, trademarks, service marks, and other intellectual property in connection with any product or service that is not of Company, or in any manner that is likely to cause confusion. Nothing contained on the System should be construed as granting any ownership of any copyright protected works, trade names, trademarks, service marks, or other intellectual property without express prior, written consent of the owner.

- 4. Trade Secrets. Customer will not disassemble, decompile or reverse engineer any of the System components or features. Any information obtained in violation of this restriction is confidential and proprietary information of Company. Customer will not republish the System within another web site by framing, pop-up windows or any similar means.
- 5. Links and Feeds. The System may provide links to or feeds from third party unaffiliated web sites and online resources. Company and its affiliates do not control such third-party sites and resources, are not responsible for and do not endorse such external sites or resources. Other sites may link to the System with or without authorization, and Company may block any links to or from the System. CUSTOMER’S ACCESS TO AND USE OF THIRD PARTY WEBSITES, CONTENT AND RESOURCES ARE AT CUSTOMER’S OWN RISK.
- 6. Protecting the System. To protect the ability of the System to provide value to all its users, Company may suspend Customer’s access to the System if: (a) Customer allows anyone other than its Electronic Agents to access the System; (b) Customer shares access to, or displays any of the contents of the System to anyone other than its direct employees; (c) Customer, its Electronic Agents, or any third party accessing the System through Customer’s passwords “hacks the System,” uploads a virus, or otherwise makes any changes to the System; (d) Customer threatens to breach or breaches any of its obligations under this Agreement or under any other agreement with Company; or (e) Company reasonably believes that Customer has obtained funds, equipment, products or anything else of value from Company through fraud, theft, deception, misappropriation or other wrongful or unethical conduct.
- 7. Termination. This Agreement will terminate automatically upon the termination of any existing agreement or relationship between Company and customer. Company may, at any time and for any reason, terminate this Agreement and Customer’s access or use of: (a) the System, (b) Customer’s user name and password or (c) any files or information associated with Customer’s user name and password. If Company terminates Customer’s access to the System, Customer waives any right to bring claims against Company, its affiliates or its respective representatives and providers with respect to such termination. Company and its affiliates and its respective representatives and providers shall not be liable

for any termination of customer's access to the System or to any such information or files and shall not be required to make such information or files available to customer after any such termination. Notwithstanding the foregoing, in the event that customer should need a copy of any information that customer has submitted and/or stored on the System, customer must submit a written request to Company within sixty (60) days of termination, at which time that information will be purged. Company may take steps that Company believes are appropriate to enforce or verify compliance with any part of this Agreement (including Company's right to cooperate with any legal process relating to Customer's use of the System, any products or any third-party claim that Customer's use of the System or products is unlawful or infringes such third-party rights). Customer obligations, indemnity, and any other applicable terms and conditions shall survive any expiration or termination of this Agreement.

8. Limitations of Liability and Disclaimers. THE SYSTEM AND ALL GOODS, SERVICES, THIRD-PARTY APPLICATIONS, THIRD-PARTY CONTENT, LINKS OR FEEDS, AND ANY OTHER INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SYSTEM ARE PROVIDED TO YOU "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND COMPANY, ITS AFFILIATES AND ITS RESPECTIVE REPRESENTATIVES AND PROVIDERS DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS WITH RESPECT TO THE SYSTEM AND ALL GOODS, SERVICES, THIRD-PARTY APPLICATIONS, THIRD-PARTY CONTENT, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SYSTEM, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

COMPANY, ITS AFFILIATES, AND ITS RESPECTIVE REPRESENTATIVES AND PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SYSTEM, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION CUSTOMER HAS PROVIDED IN CONNECTION WITH ITS USE OF THE SYSTEM. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SYSTEM IS TO STOP USING THE SYSTEM. COMPANY'S MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE SHALL BE THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY TO ACCESS AND USE THE SYSTEM. IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO CUSTOMER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER, AND CUSTOMER MAY HAVE ADDITIONAL RIGHTS.

While Company will take commercially reasonable action to maintain the security of the System, Company does not guarantee that the System or any third-party applications will be secure or that any use of the System or any third-party applications will be uninterrupted or error free. Additionally, third parties may make unauthorized alterations to the System or any third-party Applications. If Customer becomes aware of any unauthorized third-party alterations to the System, contact Company at <http://us.allegion.com> with a description of the material(s) at issue and the URL or location of such materials.

9. Indemnification. Except to the extent prohibited under applicable law, Customer agrees to defend, indemnify and hold harmless Company, its affiliates, licensors, and their respective representatives and providers from and against all claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) arising out of (a) customer's use of, or activities in connection with, the System; and (b) any violation of this Agreement by customer, Electronic Agents or customer's subsidiaries, affiliates, licensors, and their respective representatives.
10. Jurisdiction. The System is controlled and/or operated from the United States and is not intended to be subject to non-U.S. jurisdiction or laws. The System may not be appropriate or available for use in some jurisdictions outside of the United States. If Customer accesses or uses the System, Customer does so at Customer's own risk, and Customer is

responsible for complying with all local laws, rules, and regulations. Company may limit the System's availability in whole or in part, to any person, geographic area, or jurisdiction Company chooses, at any time and in Company's sole discretion.

11. Governing Law; Dispute Resolution. Customer hereby agrees that this Agreement (and any claim or dispute arising in connection with this Agreement or Customer's use of the System) is governed by and shall be construed in accordance with the laws of the State of New York, and the applicable laws of the United States, without regard to its principles of conflicts of law, and Customer consents to the exclusive jurisdiction of the federal and state courts located in New York, New York, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections thereto.
12. Contact Us. If you have any questions regarding the meaning or application of this Agreement, please direct such questions to <http://us.allegion.com>. Email communications are not necessarily secure, so please do not include credit card information or other sensitive information in any email to Company.
13. Miscellaneous. If any provision of this Agreement is found to be unenforceable, that provision will not affect the validity and enforceability of any other provision. Customer may not assign, transfer, or sublicense any or all of customer's rights or obligations under this Agreement without Company's express prior written consent. No waiver by either party of any breach of default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement hereby incorporates by this reference any additional terms that Company posts on the System (including, without limitation, its Privacy Policy and Terms and Conditions of Purchase) and, except as otherwise expressly stated herein, this Agreement is the entire Agreement between customer and Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between customer and Company relating to such subject matter. Notices to Customer may be made via posting to the System, by email or by regular mail, in Company's discretion. Company may also provide notice of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Customer agrees that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for failure to fulfill any obligation due to causes beyond its control. Except as expressly set forth in the following sentence, nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities. Notwithstanding the previous sentence, customer agrees that Company's affiliates and its and their respective representatives and those providers who are content owners and service providers from whom Company has obtained a license or other rights to use their content and services, as applicable, in connection with the System are third party beneficiaries under this Agreement with the right to enforce the provision so this Agreement that directly apply to such parties. Notwithstanding the immediately preceding sentence, Company's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.