

Terms Of Use

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

Acceptance of Terms

Circuit Breaker Analyzer Inc. ("CBAI") makes this website ("Site") and related mobile application ("App") (Site and App are collectively referred to as the "System"), including all information, documents, communications, files, text, graphics, and software available through the System (collectively, the "Content") and all products and services, including vibration analysis services, provided and operated by CBAI and third parties through the System (collectively, the "Services"), available for your use subject to the terms and conditions set forth in this document and any changes to this document that CBAI may publish from time to time (collectively, the "Terms of Use").

CBAI believes in protecting your privacy. Please review our current privacy policy ("Privacy Policy"), which can be found at <http://www.CircuitBreakerAnalyzer.com/legal/Privacy-Policy.pdf> and is incorporated herein by reference, to understand and agree to our policies regarding your privacy.

You may not interfere with the security of or otherwise abuse the System or any system resources, Content, and/or Services or networks connected to or accessible through the System. You may only use the System for lawful purposes.

Prior to using the System, you agree to review, in its entirety, the informational video found at **<URL-UNAVAILABLE>**. If you have trouble accessing the video, please contact CBAI for assistance.

BY ACCESSING OR USING THIS SYSTEM, WHETHER OR NOT AS A REGISTERED USER, IN ANY WAY, INCLUDING, WITHOUT LIMITATION, USE OF ANY OF THE SERVICES, POSTING/UPLOADING OF ANY CONTENT, DOWNLOADING OF ANY CONTENT, OR MERELY BROWSING THE SITE OR APP, YOU REPRESENT THAT YOU ARE OVER 18 YEARS OF AGE, AGREE TO, AND ARE BOUND BY THE TERMS OF USE AND PRIVACY POLICY. YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE AND PRIVACY POLICY IS BETWEEN CBAI AND YOU, AND APPLE AND ITS SUBSIDIARIES (COLLECTIVELY "APPLE") ARE NOT A PARTY TO THE AGREEMENT(S), BUT ARE THIRD PARTY BENEFICIARIES OF THE AGREEMENT(S). AS SUCH, APPLE HAS THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THE TERMS OF USE AND PRIVACY POLICY AGAINST YOU AS A THIRD PARTY BENEFICIARY THEREOF.

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THE SYSTEM.

CBAI reserves the right to update or modify the Terms of Use at any time without prior notice. Your continued use of any portion of the System, including any portion of the Site and/or App, whether or not as a registered user, following any such change constitutes your agreement to follow and be bound by the Terms of Use as changed. For this reason, you are advised to review these Terms of Use whenever you use the System. The Terms of Use may be found at any time on the Site and App, and CBAI will provide you with a copy of the Terms of Use upon request.

Use of Services

The Contents and Services of the System, and the System as a whole, are intended to primarily facilitate general testing of machinery using, at least in part, vibration analysis techniques, as set forth and defined by CBAI and subject to change by CBAI at any time, in CBAI's sole discretion. CBAI provides the System as a general reference tool for analyzing the general mechanical condition of machinery, primarily including circuit breakers, and use outside of this scope is not approved and is strictly prohibited without the express written permission of CBAI.

Services and Content provided by CBAI shall be provided and/or performed with reasonable skill, care, and diligence. CBAI will use reasonable endeavors to provide Content and/or Services within the reasonable time frame provided by CBAI for each action requested by you; however, it is agreed by you that time is not of the essence. Any time frame provided by CBAI is only an estimate, and accordingly, CBAI does not accept any responsibility or liability, financial or otherwise, in the event that CBAI is unable for any reason to meet the estimated time frame. CBAI shall not be responsible for any failure to provide Content or perform Services, where such failure was caused by an act of God, act of governmental or any other lawful authority, war, riot, civil commotion, natural disaster, loss of power, or loss of communication channels.

Permission is granted by CBAI to you, the user, to review the Content and use the Services on the System in furtherance of the machinery testing process and in accordance with the System's Terms of Use, provided you (i) register as a user with the System and maintain active registration throughout your use of the System, (ii) agree that any such permission is revoked by CBAI upon termination, at CBAI's sole discretion, or lapse of user registration, (iii) operate the System in accordance with CBAI's policies, Terms of Use, and instructions, including those provided on the Site and App, (iv) only use the Content and Services for your own personal, non-commercial use, (v) agree to promptly pay all fees and costs charged for maintaining active user registration status, individual machinery tests, and any other fees necessary for you to operate the System in compliance with the Terms of Use, (vi) do not modify or alter the Content or Services in any way, (vii) do not modify or delete the copyright and other proprietary notices contained in the Content, and (viii) promptly advise CBAI of any errors, problems, or suggested improvements. CBAI may suspend or terminate your use of the System, at any time and in its sole discretion.

CBAI may provide Content and/or the Services itself, or CBAI may, in its sole discretion, instruct third parties to carry out, in whole or in part, any Services or provide any Content. Neither CBAI nor Apple provides any warranties or shall be liable for the Services or Content provided by third parties.

When using Services on or through the System that are offered by CBAI, or by a third party through CBAI, you shall be subject to any posted guidelines, rules, or licenses applicable to such Services and to the Terms of Use. Such guidelines, rules, or licenses may contain terms and conditions in addition to those in the Terms of Use. You further agree to not violate any applicable law or regulation, infringe the rights of CBAI or any third party (including intellectual property or contractual rights), use any Content or Services for any unauthorized purpose, or assist any third party from doing any of the foregoing.

This Site may also make Content, including information related to Services, user account, payment information, and related personal information, available through secured links on the System or otherwise through the World Wide Web ("Secured Content"). By accessing Secured Content and/or providing information that may be used or included as Secured Content, you agree, subject to the terms of the Privacy Policy, to waive any and all privacy, publicity, defamatory, moral, or similar rights or protections that you may have with regard to such Secured Content. If you are not willing to waive such protections, then you are not permitted to access the Secured Content available on or through the System.

In addition to the Content and Services offered by CBAI, the System may also make available materials, information, products, and/or services provided by third parties, such as maintenance or troubleshooting services (collectively, the "Third-Party Services"). The Third-Party Services are governed by separate agreements that accompany such services. CBAI does not monitor or endorse the third parties or the Third-Party Services. CBAI and Apple offer no guarantees and assume no responsibility or liability of any type with respect to the Third-Party Services, including any liability resulting from the use or operability of any machinery, including circuit breakers. YOU AGREE THAT, WITH RESPECT TO THE THIRD-PARTY SERVICES, YOU WILL NOT HOLD CBAI OR APPLE RESPONSIBLE OR LIABLE, OR SEEK TO DO SO.

As with any machinery, dangers and risks associated with the machinery's operation are ever present. With respect to the operation of electrical machinery, such as circuit breakers, hazards include, but are not limited to, arc flashes, electrocutions, explosions, and fires, but may also include hazards and damages due to human error in the operation of the machinery. For example, operation of a circuit breaker for testing by the System, could result in a problematic or untimely shut down of power that is necessary for the operation of critical systems (e.g., hospitals). Each time you use this System, you agree, represent, and warrant that you have obtained proper permission to operate the machinery and understand all associated risks in operating the machinery. With specific regard to circuit breakers, each time you use the System, you agree, represent, and warrant that you (i) have permission to operate (e.g., open/close) the circuit breaker, (ii) understand that you will be changing the state of the circuit breaker (e.g., taking the equipment offline/online), (iii) are adhering to all safety precautions for operation of the circuit breakers, and (iv) are taking adequate precautions to protect operators from shock hazard and/or arc flash hazard.

Registration and Payment for Services

All users of the System are required to and shall set up and maintain a unique user account for each specific user (regardless of whether that user is an employee or agent of any other user).

Each and every unique user must agree to the Terms of Use and operate the System in accordance with the Terms of Use and instructions provided by CBAI on the Site and App.

YOU AGREE THAT YOUR USE OF THE SYSTEM, AND ANY SERVICES OR CONTENT PROVIDED BY OR THROUGH THE SYSTEM, IS LIMITED TO YOU ALONE, AND YOU AGREE TO ACCEPT FULL RESPONSIBILITY AND INDEMNIFY, DEFEND, AND HOLD CBAI HARMLESS FOR ANY LIABILITY OR USE ASSOCIATED WITH ANY THIRD PARTY'S USE OF THE SYSTEM, SERVICES, AND/OR CONTENT UNDER YOU OR ON YOUR BEHALF. YOU AGREE THAT USE OF THE SYSTEM, SERVICES, AND CONTENT IS LIMITED TO REGISTERED USERS ONLY, AND THAT YOUR LIMITED LICENSE GRANTED BY CBAI TO USE THE APP IS A NON-TRANSFERABLE LICENSE TO USE THE APP ON ANY IPHONE OR IPOD TOUCH THAT YOU OWN OR CONTROL AS PERMITTED BY THE USAGE RULES SET FORTH IN THE APPLE APP STORE TERMS OF SERVICE AND THESE TERMS OF USE.

The "Fee" to use the System is set by CBAI, from time to time, in its sole discretion, and is subject to change without notice. Unless otherwise stated, the Fee does not include taxes or duties of any kind, and all taxes and duties are responsibility of the user.

You agree to pay to CBAI all Fees, as set forth on the Site and/or App, at the time specified on the Site and/or App, or if there is no such time specified, all payments for Fees must be paid prior to using any portion of the System, including the Site and App. If Fees are not paid, Content may not be provided and Services may not be performed. All payments shall be made in full and without any deduction, whether by set-off, counterclaim, discount, abatement, or otherwise, unless you have CBAI's prior written approval or a valid order from a court having proper jurisdiction.

Maintenance and Support

Should you require maintenance and support for your use of the System, please contact CBAI at info@cbsanalyzer.com. You agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App or System. Please contact CBAI with any questions, comments, or claims at CBAI, C/O Customer Service, 4800 Broadway, Ste. B, Addison, TX 75001. Tel: 972.250.2500; Fax: 972.250.2501; Email: info@cbsanalyzer.com.

Intellectual Property

All Content and Services of the System, and the System itself, is subject to trademark, service mark, trade dress, internet domain name, copyright, patent, and/or other intellectual property rights or licenses held by CBAI, one of its affiliates, or by third parties who have licensed their materials to CBAI. All intellectual property rights in the System attributable to CBAI, and any derivative rights, shall remain CBAI's sole property. Provided that you comply with these Terms of Use, including your obligations as to payment, use of the System, and otherwise, CBAI grants to you a limited, terminable at CBAI's sole discretion, non-exclusive, and non-assignable license to use the intellectual property, excluding trademarks, logos, and service marks ("Marks"), of the System, with any such use not to exceed the scope and intent for use of the System as set forth

herein by CBAI. You may not grant any sub-licenses nor transfer the benefit of the license hereby granted without the prior written consent of CBAI. If this Agreement terminates and/or if you are in default of these Terms of Use, this license shall automatically terminate.

The Marks displayed on or in connection with the System are the property of CBAI or other third parties. You are not permitted to use the Marks without the prior written consent of CBAI or such third party that may own the Marks.

You may not copy, download, reproduce, modify, publish, distribute, transmit, transfer, create derivative works from, reverse engineer, improve, import, export, offer for sale, or sell the System, or any Content or Services of the System, without first obtaining written permission from CBAI. You hereby agree to assign and do hereby assign to CBAI all rights and interests in any intellectual property, submissions, test results, data, improvements, derivative works, modifications, inventions, or otherwise, related to or derived from the System, or any Content or Services of the System, that are developed by or attributable to you.

Communications and Submissions

You agree that any testing submissions, data, comments, content, ideas, modifications, intellectual property, including copyrights, derivatives, communications, or any other information (collectively “Transmissions”) submitted to CBAI by you or anyone acting on your behalf, regarding the System, Site, App, Content, and Services, shall be and remain the exclusive property of CBAI. Any such Transmissions will be treated as non-confidential and non-proprietary and constitute an assignment to CBAI of all world-wide rights, titles and interests in all copyrights and other intellectual property rights in the Transmissions. CBAI will be entitled to use, reproduce, disclose, publish and distribute any Transmissions you transmit for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products or services without compensating you in any way. For this reason, we ask that you not send us any Transmissions that you do not wish to assign to us, including any confidential information or any original creative materials such as artwork, product ideas, or computer code. Notwithstanding the foregoing, all personal data provided to CBAI will be handled in accordance with CBAI's Privacy Policy. CBAI prohibits, and you agree to not, post or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, offensive, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law. CBAI is not responsible for the content of such materials that you post or transmit to or from this Site.

Digital Millennium Copyright Act

CBAI respects the intellectual property of others and will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act (“DMCA”), Title 17, United States Code, Section 512(c), as follows:

- A. For purposes of providing written notice under the DMCA, CBAI has designated an agent with the United States Copyright Office (“Copyright Agent”). All written

notification, pursuant to the DMCA, must be submitted to said designated Copyright Agent at the following address:

DMCA Complaints
CBAI
C/O Ray Kinney
4800 Broadway
Ste. B
Addison, TX 75001
Tel: 972.250.2500
Fax: 972.250.2501
Email: info@cbanalyzer.com

- B. If you are a copyright owner or agent thereof and believe that third-party submitted content, including photographs and digital images, (“Third-Party Content”) available through this Site infringes upon your copyrights, you may submit written notification, pursuant to the DMCA, to our Copyright Agent, identified above. To be effective, the written notification must include:
- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
 - iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- C. If you believe that your Third-Party Content, which was removed (or to which access was disabled), is not infringing, or that you have authorization from the copyright owner, the copyright owner’s agent, or authority under the law, to publish or use the

Third-Party Content in your submission, you may submit a written counter-notice, pursuant to the DMCA, to our Copyright Agent, identified above. To be effective, the written counter-notice must include:

- i. Your physical or electronic signature;
- ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- iv. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or Dallas County, State of Texas, if your address is outside of the United States), and that you will accept service of process from the person, or the person's agent, who provided notification of the alleged copyright infringement.

D. If a counter-notice is received by our Copyright Agent, CBAI may send a copy of the counter-notice to the original complaining party (or agent thereof) informing that person that CBAI may replace the removed Third-Party Content or cease disabling it in ten (10) business days. Unless the copyright owner (or agent thereof) files an action seeking a court order against the provider of the Third-Party Content, the removed Third-Party Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at CBAI's sole discretion.

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake or identification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider (such as or including CBAI), who is injured by such misrepresentation, as the result of the service provider relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it. Accordingly, if you are uncertain whether Third-Party Content infringes your or others' copyrights, please consult with a copyright attorney prior to making a notice under the DMCA.

Internet and Viruses

While using the internet and the System, you may encounter various technical difficulties which could impact you and your computer equipment. You may also inadvertently receive computer viruses or other malicious files while using the System. CBAI shall not be responsible for such

difficulties, viruses or other malicious files encountered during your use of the System or the internet. For these reasons, CBAI recommends that you take every possible precaution to avoid the reception of such difficulties, viruses or other malicious files, including, but not limited to anti-virus software and equipment.

Indemnification

In the event you, anyone acting on your behalf, or any third party asserts a claim, cause of action, or liability against CBAI that arises out of or is in connection with a breach of these Terms of Use, by you or anyone acting on your behalf, and/or arises from or is related to any claims, damages (consequential or otherwise), injuries (including those to you or anyone acting on your behalf), liabilities, or causes of action arising from the operation of machinery, including circuit breakers, by you or anyone acting on your behalf, then you agree to indemnify, defend, and hold CBAI and its subsidiaries, customers, affiliates, successors, and assigns and their respective directors, officers, employees, shareholders, representatives, agents, and customers harmless against any and all of such liability, damages, claims, and related costs, including, but not limited to, reasonable attorney's fees and court costs.

You further agree, represent, and warrant that any actions by you or data or information supplied to CBAI by you shall not be such as will cause CBAI to infringe any intellectual property rights, including patent and copyright, of any third party and shall indemnify, defend, and hold CBAI and its subsidiaries, customers, affiliates, successors, and assigns and their respective directors, officers, employees, shareholders, representatives, agents, and customers from and against any claims, damages (consequential or otherwise), liabilities, causes of action, and losses of any kind whatsoever, including reasonable attorney's fees incurred by CBAI. You and CBAI agree that Apple shall not be responsible for the investigation, defense, settlement, and/or discharge of any such intellectual property infringement claim.

You further agree that Apple is not responsible for any claims brought by you or third parties relating to the App or your possession and/or use of the App, including but not limited to (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

WARRANTIES AND DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND CBAI OR YOU AND A THIRD PARTY WITH RESPECT TO SUCH PARTY'S CONTENT OR SERVICES ON THIS SITE, THE SYSTEM, AND ALL MATERIALS, CONTENT, AND SERVICES ACCESSIBLE THROUGH THE SYSTEM, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CBAI MAKES NO WARRANTY THAT (i) THE SYSTEM, SERVICES, AND CONTENT WILL MEET YOUR REQUIREMENTS; (ii) THE SYSTEM, SERVICES, AND CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT

MAY BE OBTAINED FROM THE USE OF THE SYSTEM, SERVICES, OR CONTENT WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, OR CONTENTS PURCHASED OR ACCESSIBLE BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE OBTAINED FROM OR USED THROUGH THE SITE OR APP, OR ANY DEFECTS IN THE SITE OR APP, ITS SERVICES, CONTENT, OR THE SYSTEM AS A WHOLE, WILL BE CORRECTED.

THE SYSTEM, SERVICES, AND CONTENT COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. CBAI MAY MAKE CHANGES TO THE CONTENTS AND SERVICES OF THE SYSTEM, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR SERVICES OF THE SYSTEM MAY BE OUT OF DATE, AND CBAI MAKES NO COMMITMENT TO UPDATE SUCH CONTENT OR SERVICES.

YOU UNDERSTAND AND ACKNOWLEDGE THAT (i) CBAI DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY CONTENT (INCLUDING PHOTO UPLOADS OR OTHER MATERIALS), PRODUCTS, OR SERVICES SUBMITTED OR OFFERED BY THIRD PARTIES THROUGH THE SITE OR APP, INCLUDING, WITHOUT LIMITATION, THIRD-PARTY CUSTOMERS/USERS, THIRD-PARTY VENDORS, AND THIRD PARTIES ACCESSIBLE THROUGH LINKS ON THE SITE OR APP; (ii) CBAI MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER ABOUT ANY SUCH THIRD PARTIES, THEIR CONTENT, PRODUCTS, OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK; AND (iv) CBAI SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY CONTENT OR COMMUNICATIONS THROUGH ANY PORTION OF THE SYSTEM IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. CBAI ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR APP OR IN CONNECTION WITH ANY SERVICES, CONTENT, COMMUNICATIONS, OR EMAIL AS WELL AS CONTENT OFFERED THROUGH THE SYSTEM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CBAI OR THROUGH OR FROM THE SYSTEM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

IN THE EVENT OF ANY FAILURE OF THE APP TO CONFORM TO ANY APPLICABLE WARRANTY, NOT OTHERWISE DISCLAIMED, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE OF THE APP TO YOU; AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APP, AND

ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY SHALL NOT BE APPLE'S RESPONSIBILITY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. IN THE EVENT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS CONTAINED IN THESE TERMS OF USE SHALL BE DETERMINED BY A COURT TO BE INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE REFORMED TO THE MAXIMUM LIMITATION PERMITTED BY APPLICABLE LAW. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, SHALL CBAI OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SYSTEM OR ANY SERVICES RELATED TO THE SYSTEM.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER TORTUOUS ACTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF CBAI HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SYSTEM, ANY CONTENT ON THE SITE OR APP, SERVICES PERFORMED, OR WITH THE CBAI TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SYSTEM. YOU ACKNOWLEDGE, BY YOUR USE OF THE SYSTEM, THAT SUCH USAGE IS AT YOUR SOLE RISK AND YOU ACCEPT THE TERMS AND CONDITIONS STATED ON THESE TERMS OF USE, INCLUDING, BUT NOT LIMITED TO THE LIMITATION OF LIABILITY AND DISCLAIMERS.

SOME STATES OR JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THE EVENT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES CONTAINED IN THESE TERMS OF USE SHALL BE DETERMINED BY A COURT TO BE INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE REFORMED TO THE MAXIMUM LIMITATION PERMITTED BY APPLICABLE LAW. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PARTS OF THE

SITE OR THE SERVICES IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED AND NO/100'S DOLLARS (\$100.00).

Waiver

Any failure, forbearance or delay on the part of CBAI to exercise any remedy or right herein shall not operate as a waiver. The failure of CBAI to require your performance of any of the terms, covenants, or provisions herein shall not constitute a waiver of any of the rights herein.

Enforcement of Terms and Conditions

By accessing and using the System, you agree that your access to and use of the System and any Service, Content, Transmission, or communication related to the System is subject to the Terms of Use and Privacy Policy, as well as all applicable laws, as governed and interpreted pursuant to the laws of the State of Texas, United States of America. You also agree that any claims or disputes against CBAI whatsoever arising hereunder shall be submitted to binding arbitration in Dallas County, Texas, in accordance with the rules and procedures of the American Arbitration Association.

These Terms of Use shall not be in conflict with and are to be no less restrictive than Apple's terms of service for its App Store, as of the effective date of these Terms of Use.

Legal Compliance

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Policies for Circuit Breaker Analyzer

Shipping and Delivery

We make every reasonable effort to have your order for deliverable items shipped within 72 hours of receiving your order. Our normal delivery service is done either by USPS or UPS and normal shipping times range from 2 to 7 working days. If you desire Saturday or overnight delivery, please use this link to [contact us by telephone or email](#).

Cancellation, Return and Refund Policies

- Web Subscription Fee: Purchases of the annual Web Subscription may be cancelled at any time, but are not refundable.
- Testing Fee: Purchases of the Testing Fee may be cancelled at any time; and a refund, less a \$50.00 cancellation fee, will be issued for any unused Tests that were purchase.
- Breaker Failure Investigation Fee: Purchases of the Breaker Investigation Fee many be cancelled at any time prior to commencement of the Investigation; and a refund, less a \$50.00 cancellation fee, will be issued for any Investigation Fee that was purchased.

- Service Pack Options: Purchases of Service Pack Options may be cancelled at any time, but are not refundable.
- Stylus: Purchases of Stylus may be cancelled any time prior to shipment. You can return a purchased Stylus for a full refund within 30 days after the date of shipment as long as it is returned in new condition. See Return Shipment Instructions below.
- Magnets: Purchases of Magnets may be cancelled any time prior to shipment. You can return purchased Magnets for a full refund within 30 days after the date of shipment as long as it is returned in new condition. See Return Shipment Instructions below.

Return Shipment Instructions

- 1. Contact us and obtain a Return Authorization Number:** Use this link to [contact us by telephone or email](#).
- 2. Prepare the stylus or magnets for shipping:** Place the stylus and/ or magnets in their original packaging.
- 3. Print a mailing label:** The mailing label should be addressed as specified with your Return Authorization Number.
- 4. Give the return package to a shipper:** Wrap the package securely, attach the return label you printed to the package; and take your return package to your shipper.

About Your Refund

When we have received and processed your return, we will issue a refund to the payment method used for the original order.

Contact Us

If you would like to request additional information regarding these Terms of Use, CBAI's Privacy Policy, use of the System, or otherwise, please contact us at info@cbanalyzer.com.