

Terms of Use

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Acceptance of the Terms of Use

Welcome to our website. These terms of use (“Terms”) govern your access to and use of Dymax Corporation’s and its affiliates’, Electronic Coating Technologies, Corp. and Electronic Coating Technologies, Inc. (collectively, “Dymax”, “we”, “our” or “us”), websites: <https://dymax.com/> and <https://www.electroniccoating.com/> (collectively, the “Sites”). If you continue to browse and use the Sites you are agreeing to comply with, and be bound by, these Terms and our Privacy Policy, located at <https://dymax.com/resources/resource-library/corporate-legal-hr/privacy-statement> and <https://electroniccoating.com/articles/privacy-statement> (“Privacy Policy”). The content of the pages on the Sites is for general information and use only. It is subject to change without notice. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Sites. We reserve the right to modify these Terms at any time without prior notice, and your use of the Sites binds you to the changes made. We do occasionally update these Terms so please refer to them on a regular basis.

The Sites are offered and available to users who are 18 years of age or older. By using this Sites, you represent and warrant that you are of legal age to form a binding contract and meet the eligibility requirements.

Accessing the Sites

We reserve the right to withdraw or amend the Sites, and any service or material we provide on the Sites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Sites are unavailable at any time or for any period. From time to time, we may restrict user access to some parts of the Sites, or the entire Sites.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Sites.
- Ensuring that all persons who access the Sites through your internet connection are aware of these Terms and comply with them.

To access some resources offered by the Sites, such as the Live Chat function on Dymax Corporation’s site, you may be asked to provide certain information about yourself and/or the company you work for or are otherwise accessing the Sites on behalf of. By using the site, you represent and warrant that all information you provide on the Sites is correct, current and complete. You agree that all information you provide to access such resources or otherwise, including but not limited to, through the use of any interactive features on the Sites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

The trademarks, service marks, trade names, and trade dress on and copyrights to the Sites and the entire content of the Sites (including but not limited to all information, features, functionality, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by Dymax or its licensors and protected by Canadian, United States and international intellectual property and other proprietary rights laws. Nothing in these Sites grants you any license or right to use any trademark, service mark, trade name or logo, copyright, trade dress, or other content displayed on the Sites without prior written permission from Dymax. Your use or misuse of any intellectual property displayed on or used in connection with the Sites, or any other content on the Sites, is strictly prohibited. Except as provided below, this restriction includes copying, reproducing, or modifying any content of the Sites for any purpose other than your own personal, non-commercial use.

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Reliance on Information Posted

This Sites and all information provided through or otherwise presented on the Sites are provided on an "as is", "where is", and "as available" basis, as a research and reference tool, for general information purposes. Although we endeavor to ensure that the information, analytical tools, and data provided at this site are useful, accurate, and current, we cannot guarantee that the information, tools, and data provided here will be error-free, useful, accurate, complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material. By using the Sites, you assume all responsibility for any risk arising from your use of, and reliance upon, the contents of the Sites. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents.

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Prohibited Uses

You may use the Sites only for lawful purposes and in accordance with these Terms. You agree that you will not use the Sites in any way that violates any applicable federal, state, provincial, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries) or is otherwise prohibited by these Terms. You may not use the Sites in any manner that could damage, disable, overburden, or impair the Sites or use any device, software, or routine that interferes with the proper working of the Sites. You agree not to introduce viruses to, attack, attempt to gain unauthorized access to, or otherwise take any other harmful action towards the Sites. You may not use the Sites to impersonate or attempt to impersonate any other person or entity. You represent and warrant that you are over the age of majority in your jurisdiction, and in any case no younger than 18 years of age. You agree that you are responsible for your own conduct while using the Sites and for any consequences thereof. You agree that Dymax shall decide, in its sole discretion, if your conduct violates any aspect of these Terms and that Dymax may take whatever action it deems appropriate to address such violation, including without limitation notification of appropriate authorities and termination of your access to the Sites. Unauthorized use of the Sites may give rise to a claim for damages and/or be a criminal offense.

Monitoring and Enforcement; Termination

We have the right to (a) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Sites; and (b) terminate or suspend your access to all or part of the Sites for any or no reason, including without limitation, any violation of these Terms. You waive, indemnify, and hold harmless Dymax and its service providers from any claims resulting from any action taken by Dymax, or taken as a consequence of, investigations by either Dymax or law enforcement authorities.

Website Uptime

We expect that the Sites will be available to authorized users 24 hours a day, 7 days a week, but we cannot guarantee such availability. We will not be liable for any delay or temporary disruption in access, no matter for how long, due either to technical problems or to circumstances beyond our control. If you need access to our products or services during such a disruption in access to the Sites, please contact us to make alternative arrangements.

Links to and from the Sites

From time to time the Sites may also include links to other websites provided by third parties. This includes links that may be contained in any advertisements. These links are provided for your convenience only to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s) or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. You may not create a link to this website, from another website or document, without Dymax's prior written consent.

Disclaimer of Warranties

YOUR USE OF THE SITES, THEIR CONTENT AND ITEMS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, THEIR CONTENT AND ITEMS OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND,

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Indemnification

You agree to defend, indemnify and hold harmless Dymax, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms, your use of the Sites, your Feedback or your use of any information obtained from the Sites.

Governing Law and Jurisdiction

These Terms are governed under the laws of the state of Connecticut, United States without regard to its conflict of law provisions. Any claim, legal proceeding or litigation arising in connection with these Terms shall be brought solely within the courts of the State of Connecticut and you hereby expressly waive any challenge to the jurisdiction of such courts. Any cause of action or claim you may have arising out of or relating to these Terms or the Sites must be commenced within one (1) year after the cause of action occurs.

Waiver and Severability

No waiver by Dymax of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Dymax to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

The Terms and our Privacy Policy constitute the sole and entire agreement between you and Dymax with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Sites.

Your Comments and Concerns

Should you have other questions or concerns, please contact us for inquiries pertaining to Dymax Corporation's site at +1 860.482.1010 or send us an email at info@dymax.com, and for inquiries pertaining to Electronic Coating Technologies, Corp. and Electronic Coating Technologies, Inc.'s site at +1 877.262.8328 or marketing@electroniccoating.com.