Amphenol SV Microwave Website Terms of Use

These Terms of Use govern your access to and use of the Amphenol website located at www.svmicrowave.com (the "Website"), including any content, functionality and services offered on or through the Website. Please read the Terms of Use carefully before you start to use the Website as these Terms of Use are a legal agreement between you and Amphenol SV Microwave.

By using the Website, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Website.

Changes to these Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Availability of the Website

Our Website is made available free of charge. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions and that they comply with them.

Your Account

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at marketing@symicrowave.com.

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Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors. If you print off, copy or download any part of our Website in breach of these Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information provided on this Website

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

Use of our Website

You will not use any device, software or other method, technology or device to interfere or attempt to interfere with the proper working of our Website. You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, scrape, or copy our Website or any information contained therein, without our prior express written authorization. You may not use our Website for any purpose that is illegal, unlawful, or prohibited by these Terms of Use. You agree that you will not interrupt, disrupt, alter, destroy, impair, restrict, tamper, or otherwise affect the proper operation of our Website in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, malware, or program. You may not use our Website in any threatening, libellous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner. We reserve the right in our sole discretion to terminate access to our Website, including in relation to any violation of these Terms of Use.

With respect to all communications you make to us regarding the materials or information on our Website or in relation to our products and services, including feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and we shall have no obligation to protect your communications from disclosure; (b) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information, each of which is subject to our privacy policy.

Third party links on the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

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If you decide to access any of the third party websites linked from this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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To the maximum extent permitted by law, we, other members of the Amphenol group of companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to them and any materials posted on them, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our

liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable law.

You shall defend us against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms of Use by you ("Claim") and you shall indemnify and hold us harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

Linking to the Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Website other than that set out above, please contact us please use the "Contact Us" link on the Website.

Governing Law

These Terms of Use shall be construed and enforced under the laws of the State of Connecticut, US. You specifically agree and submit to the jurisdiction of the State and Federal Courts situated in the State of Connecticut and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of our Website. You will not object to jurisdiction or venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. You agree that you will not file or participate in a class action against us. YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.