Terms of Use Policy

This Terms of Use Policy (this "Policy") sets out the basis upon which Avnet, Inc. and its subsidiaries ("Avnet") provides access to and use of the IoTConnect™platform (the "IoTConnect"). By registering on, accessing or using IoTConnect you agree to be bound by this Policy.

Avnet may update this Policy from time to time without notice and your continued use of IoTConnect will constitute your acceptance of the updated Policy.

By using IoTConnect you accept of all of the terms contained herein, all other operating rules, policies and procedures that may be published from time to time on the website by Avnet including, without limitation, Avnet's privacy policies found at https://www.avnet.com/wps/portal/us/about-avnet/privacy/. Any personal information collected on IoTConnect will be handled in accordance with our privacy policies.

Please read this Policy carefully before accessing or using IoTConnect. If you do not agree to terms contained in this Policy, you may not access IoTConnect or use any of its services. If these terms are considered an offer by Avnet, acceptance is expressly limited to these terms.

1. **Registration.**

You are required to be registered with Avnet in order to participate in, contribute to and access certain services on IoTConnect. Your registration is only for your personal use and you should not share your username or password with anyone else. You are responsible for keeping your password confidential and for all activity that occurs through your account.

2. **Prohibited Use / Who Should Not Use IoTConnect.** You should not use IoTConnect if you are:
   a. not of legal age in your country to create binding financial and contractual obligations and commitments and to assume any liability that you may expose yourself to through your use of IoTConnect;
   b. a person on a US Denied Persons List or who is a citizen or resident of or located in a country sanctioned by US law (or on any other similar list in any other applicable jurisdiction) and Avnet reserves the right to block access to IoTConnect from any such persons or countries;
   c. a person in a country where use of or taking part in any activity or services offered by IoTConnect: (i) would be a breach of local laws of the country in which you are located, or (ii) is otherwise prohibited by applicable laws of other countries, including, but not limited to, U.S. export controls; or
   d. a person whose use of IoTConnect requires a license, permission or consent where you do not have such license, permission or consent.

For the purposes of this Section, a person excluded from using IoTConnect includes a person doing so on behalf of a company or other organization that would be prohibited by the terms of this Section.

By using IoTConnect you confirm that you do not fall into any of the categories above.

3. **Intellectual Property.**
   a. Content that Avnet provides:
      i. Any content or materials on IoTConnect that Avnet provides will be subject to intellectual property rights (such as copyright, trademarks, design rights) that are owned by or licensed

to Avnet. All rights to this content remains under our ownership or our licensors' ownership.

    ii.   No part of IoTConnect or any of its content may be reproduced (in whole or in part) or modified or disassembled/decompiled without Avnet's express prior written permission. In the event that you are given permission, you are required to retain any copyright or other intellectual property notices contained in the original materials.

  b. Content that you upload, post or otherwise make available on or through IoTConnect:

    i.   You represent that you own all rights in any content that you contribute to IoTConnect and such content doesn't infringe the intellectual property rights of any third party.

    ii.   Avnet does not claim ownership of any content you contribute to IoTConnect, but by posting your content you grant Avnet a worldwide, non-exclusive, transferable, royalty-free right and license to use, display, reproduce, modify, adapt, translate, process, publish, distribute, transmit and host on our servers. You confirm that you have all the necessary rights and consents to enable you to grant Avnet this license.

    iii.   It is your own responsibility to protect any intellectual property or other rights existing in any content you contribute to IoTConnect and to ensure you have the necessary rights, licenses and consents (including from employers) to contribute such content to IoTConnect.

4. **Your Responsibilities.** You are responsible for:
   a. your use of IoTConnect, which should be solely for legitimate personal or business purposes;
   b. all content you contribute to IoTConnect, including ensuring that such content isn't illegal, harmful, offensive, obscene or abusive in any way, inaccurate or misleading, confidential, a breach of a third party's rights or unsolicited/unauthorized advertising or promotional material (spam);
   c. protecting any rights that exist in any content you contribute to IoTConnect;
   d. ensuring that you do not do anything or load onto IoTConnect any content that is technically harmful to or may circumvent, interfere with or jeopardize the security of IoTConnect;
   e. keeping back-up copies of any content that you contribute to IoTConnect that you may require; and
   f. abiding by any restrictions, limitations and intellectual property rights asserted over content contributed to IoTConnect by other users, including content contributed by Avnet.

5. **Avnet's Rights.** Avnet has the right to:
   a. modify or discontinue, temporarily or permanently, IoTConnect or any service provided on or in connection with IoTConnect;
   b. where Avnet thinks it's appropriate, monitor, review, filter, refuse or remove any content, but Avnet has no responsibility for and is under no obligation to monitor, oversee or moderate any content or services on IoTConnect and Avnet does not pre-screen any content;
   c. update, correct, amend or remove any content contributed to IoTConnect (whoever contributed it) although Avnet does not undertake to do so or have any responsibility for doing so;
   d. take any action as Avnet deems appropriate in the event of a failure to comply with this Policy or otherwise, including account withdrawal, content removal and legal action;
   e. block any user's access to IoTConnect for any reason;

f.   change the location of the server on which IoTConnect is hosted from time to time; and

g.   assign the benefit, subject to the burden, of this Policy without consent and without notice to a third party in the event of a sale, merger or transfer of all or any part of our business.

6. **Exclusions.** Avnet does not have any liability for:

a.   the content or services Avnet provides or makes available on or in connection with IoTConnect, which are provided "as is" without representations or warranties of any kind, except as expressly agreed to by Avnet in writing;

b.   any third party materials, services or sites to which you are referred or linked on IoTConnect, including liability arising out of allegations that they infringe the rights of any third party or the laws of any country;

c.   any content or information generated or contributed by you or any other third party (including anything you contribute that is technically harmful, e.g. contains viruses, logic bombs, Trojan horses, harmful components, corrupted data or other malicious software or harmful date) or for the actions or omissions of any such IoTConnect user;

d.   IoTConnect or any part of it being suspended or unavailable temporarily or permanently (with or without notice);

e.   the deletion, corruption of or failure to store any content or information contributed to or transmitted via IoTConnect;

f.   any claims or loss of any nature arising from the use of or reliance upon any material, products or services contained on or available through IoTConnect (but Avnet does not seek to exclude or limit its liability for any matter which it would be illegal for Avnet to limit or exclude liability, such as death or personal injury caused by our negligence or fraud); or

g.   anything that is stated as being your responsibility in this Policy.

7. **General**.

a.   This Policy and all use of IoTConnect shall be governed, construed, and enforced in accordance with the laws of the State of Arizona, without reference to the conflicts of laws principles. The federal and state courts of Maricopa County, State of Arizona, United States of America shall have jurisdiction and venue over all controversies arising out of, or relating to, this Policy or the use of IoTConnect.

b.   Any provision of this Policy that is found by a competent court or authority to be invalid will be deemed to be removed and the remaining provisions of this Policy will continue in full force and effect. Any failure by Avnet to enforce any right or provision in this Policy does not constitute a waiver of Avnet's rights or of the applicable provision.