

WEBSITE TERMS OF USE & PRIVACY POLICY

TERMS AND CONDITIONS OF USE

Welcome to our website. This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

1. Agreement. This Term of Use agreement ("the "Agreement") specifies the Terms and Conditions for access to and use of <http://www.powellsystems.com> (the "Site") and describes the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Powell Systems, Inc. upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at powellsystems.com. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

2. Privacy. Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at powellsystems.com which is also attached herein.

3. Ownership. All content included on this site is and shall continue to be the property of Powell Systems Inc. or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

4. Intended Audience. The Site is intended for adults only. The Site is not intended for any children under the age of 13.

5. Trademarks. "PSI," and others are either trademarks or registered trademarks of Powell Systems Inc. Other product and company names mentioned on this Site may be trademarks of their respective owners.

6. Site Use. Powell Systems Inc. grants you a limited, revocable, nonexclusive license to use the Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. The use of the Site is at the discretion of Powell Systems Inc., and Powell Systems Inc. may terminate your use of the Site at any time.

7. Compliance with Laws. You agree to comply with all applicable laws regarding your use of the Site. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

8. Indemnification. You agree to indemnify, defend and hold [company name] and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

9. Disclaimer. THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. POWELL SYSTEMS INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL POWELL SYSTEMS INC. BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

11. Use of Information. Powell Systems Inc. reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

12. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Powell Systems Inc., which can be reached as follows:

By Mail: 604 E. 9th Street, P.O. Box 345, Fowler, IN 47944

By Phone: 765-884-0613

By E-mail: info@powell-systems.com

13. Applicable Law. You agree that the laws of the state of Indiana, without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise between you and Powell Systems Inc. or its affiliates.

14. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

15. Waiver. The failure of Powell Systems Inc. to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Powell Systems Inc. must be in writing and signed by an authorized representative of Powell Systems Inc.

16. Termination. Powell Systems Inc. may terminate this Agreement at any time, with or without notice, for any reason.

17. Relationship of the Parties. Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

18. Entire Agreement. This Terms of Use constitutes the entire agreement between you and Powell Systems Inc. and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Powell Systems Inc. with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Site. Powell Systems Inc. may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this Site after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

19. Contact Information.

Powell Systems Inc
604 E. 9th Street
P.O. Box 345
Fowler, IN 47944

Phone: 765-884-0613
E-mail: info@powell-systems.com

POWELL SYSTEMS INC.'S PRIVACY POLICY

This privacy policy (“Policy”) sets out how cacautogroup.com uses and protects the personal information you provide on powellsystems.com (hereinafter, “the Website” or “Website”).

Powell Systems Inc. (“Powell Systems Inc.,” “Powell Systems,” “PSI,” or “the Company”) maintains an ongoing commitment to ensuring that your privacy is protected. Accordingly, any personally identifiable information provided by you to us when you use the Website shall be used in accordance with the conditions outlined in this Policy.

Powell Systems Inc. may change this Policy periodically by updating the Website. You should check this page from time to time to ensure that you continue to agree with the terms of this Policy.

The Information We Collect

This notice applies to all information collected or submitted on the Website. While using the Website, you may have the opportunity to register for services, order products, make requests, and post content. Accordingly, depending on the process, you may be asked to provide the following types of Personally Identifiable Information:

Name
Email address

Retention of Personally Identifiable Information

We will retain your Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by for legal, auditing, or compliance purposes.

Use/Disclosure of Personally Identifiable Information

Powell Systems Inc. takes your privacy very seriously. Accordingly, we agree that we will only use the information you provide for the following specific purposes: to effectuate a registration made by you; to customize the advertising and content you see; to fulfill your requests for products and services (including purchases); to improve the content and overall look and feel of our Website and services; and to contact you, conduct research, and provide anonymous reporting for internal and external clients, when necessary.

We agree that we will not share, sell, rent or otherwise distribute your Personally Identifiable Information with outside parties, except to provide products or services you’ve requested through us, or in response to a validly-issued subpoena, court order, or other legal process, or when necessary to establish or exercise our legal rights or defend against legal claims made by you or on your behalf.

From time to time, we may employ the use of return email addresses to answer the email we receive from you. Such addresses are not used for any other purpose and are not shared with outside parties.

Finally, we agree that we will never use or share the personally identifiable information provided to us by you in any way that violates or is otherwise unrelated to the means described in this agreement, without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

Security of your Personally Identifiable Information

The security of your Personally Identifiable Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect your Personally Identifiable Information, we cannot guarantee its absolute security. For this reason, we request that you do not sent private or sensitive information to us by email.

Correction of Personally Identifiable Information

So that we may best serve you, you are responsible for ensuring that all Personally Identifiable Information you provide on this site is maintained and kept current.

Cookies

Powell Systems Inc. uses cookies to remember certain user information. This allows users of the Website to avoid logging in more than once, thereby saving time. You may, at any time, disable or refuse to accept cookies by changing the preferences or settings on your web browser. If you choose to disable cookies, you will still be able to use our Website. However, you will not be able to fully take advantage of certain automation and other functionality features available on this Website.

Please note: No Personally Identifiable Information is collected with the cookies that we set. Accepting cookies while on the Website will not put the user at risk for marketing to other sites.

Web Statistics & Shared Data

We collect and use IP addresses to analyze trends, administer the site, track user movement, and gather broad aggregate demographic information for reporting and sponsorship purposes. IP addresses are not linked to Personally Identifiable Information.

We do not share information with third parties.

Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have established appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

Children's Privacy

Protecting the privacy of children is especially important to us. For that reason, we never collect or maintain information at our Website from those we actually know are under 13, nor do we allow registration of users under the age of 13. In the event that we discover we have collected

personal data regarding such users, we will take commercially reasonable efforts to promptly remove such data from our systems.

Scope of this Agreement; Third Party Websites

Although this agreement applies to the entirety of information obtained by you for the purpose of accessing or using content controlled and owned by Powell Systems Inc. and its affiliates, it does not apply to entities that are not owned or controlled by Powell Systems Inc. or its affiliates.

This Website contains links to other third-party websites. Please be aware that Powell Systems Inc. does not claim any responsibility for the privacy practices of these third-party sites. We encourage you to be aware when you leave our site and to take reasonable precautions when sharing your personally identifiable information on third party websites.

Facebook Page

The Company is the Data Controller of Personally Identifiable Information collected while using the Service. As operator of the Facebook Fan Page facebook.com/PowellSystemsInc, the Company and the operator of the social network Facebook are Joint Controllers. The Company has entered into agreements with Facebook that define the terms for use of the Facebook Fan Page, among other things. These terms are mostly based on the Facebook Terms of Service: facebook.com/terms.php. Visit the Facebook Privacy Policy facebook.com/policy.php for more information about how Facebook manages personal data or contact Facebook online, or by mail: Facebook, Inc. ATTN, Privacy Operations, 1601 Willow Road, Menlo Park, CA 94025, United States.

Your Rights under the EU's General Data Protection Regulation (GDPR)

Legal Basis for Processing Personal Data under the EU's GDPR

We may process Personally Identifiable Information under the following conditions:

- **Consent:** You have given your consent for processing Personally Identifiable Information for one or more specific purposes.
- **Performance of a contract:** Provision of Personally Identifiable Information is necessary for the performance of an agreement with you and/or for any pre-contractual obligations thereof.
- **Legal obligations:** Processing Personally Identifiable Information is necessary for compliance with a legal obligation to which the Company is subject.
- **Vital interests:** Processing Personally Identifiable Information is necessary in order to protect your vital interests or of another natural person.
- **Public interests:** Processing Personally Identifiable Information is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Company.
- **Legitimate interests:** Processing Personally Identifiable Information is necessary for the purposes of the legitimate interests pursued by the Company.

In any case, the Company will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personally Identifiable Information is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Rights of Users in the European Union Only under the GDPR

Under EU Regulation 2016/679 of the European Parliament and the Council; the GDPR, you have a number of rights when it comes to your personal information, including:

- **The right to be informed.** You have the right to be provided with clear, transparent, and easily understandable information about how we use your Personally Identifiable Information and your rights.
- **The right to be informed.** You have the right to be provided with clear, transparent, and easily understandable information about how we use your Personally Identifiable Information and your rights.
- **Request correction of the Personally Identifiable Information that we hold about You.** You have the right to have any incomplete or inaccurate information we hold about you corrected.
- **Object to processing of your Personally Identifiable Information.** This right exists where We are relying on a legitimate interest as the legal basis for our processing and there is something about your particular situation, which makes you want to object to our processing of your Personally Identifiable Information on this ground. You also have the right to object where we are processing your Personally Identifiable Information for direct marketing purposes.
- **Request erasure of your Personally Identifiable Information.** You have the right to ask us to delete or remove Personally Identifiable Information when there is no good reason for us to continue processing it. This is not a general right to erasure; there are exceptions.
- **Request the transfer of your Personally Identifiable Information.** We will provide to you, or to a third-party you have chosen, your Personally Identifiable Information in a structured, commonly used, machine-readable format. Please note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw your consent.** You have the right to withdraw your consent on using your Personally Identifiable Information. If you withdraw your consent, we may not be able to provide you with access to certain specific functionalities of the Website.

Further information and advice about your rights can be obtained from the data protection regulator in your country of residence within the EU. You can exercise any of these rights by contacting us through our email or mailing address in the section labeled “Contact Us” below.

Exercising of your GDPR Data Protection Rights

You may exercise your rights of access, rectification, cancellation, and opposition by contacting us. Please note that we may ask you to verify your identity before responding to such requests. If you make a request, we will try our best to respond to you as soon as possible.

You have the right to complain to a Data Protection Authority about our collection and use of your Personally Identifiable Information. For more information, if you are in the European Economic Area (EEA), please contact your local data protection authority in the EEA.

- UK Information Commissioner’s Office (ICO) at: <https://ico.org.uk/>
- EU authorities at: http://ec.europa.eu/justice/article-29/structuredata-protection-authorities/index_en.htm
- <https://www.edoeb.admin.ch/edoeb/en/home/the-fdpic/contact.html>

Your Rights Under the California Consumer Privacy Act (CCPA)

This privacy notice section for California residents supplements the information contained in our Privacy Policy and it applies solely to all visitors, users, and others who reside in the State of California.

Under the California Consumer Privacy Act (“CCPA”), you have the right as a Californian consumer to expect disclosures as to how we collect, use and care for Personally Identifiable Information, and whether we, for our benefit or on behalf of another company, share or sell the Personally Identifiable Information we collect or process for commercial gain. We have provided these disclosures in the above sections of our Privacy Notice. Further, you have the right as a Californian consumer to expect the policy to be available, accessible, and easy to understand, and reviewed and updated at least annually describing our personal information collection activities over the prior 12 months. If our business changes or additional processing for new purposes are planned, you have the right to expect an update to the privacy policy to be provided describing these purposes.

Sources of Personal Information

We obtain the categories of personal information listed above from the following categories of sources:

- **Directly from you.** For example, from the forms you complete on our Website or the preferences you express or provide through our Website.
- **Indirectly from you.** For example, from observing your activity on our Website.
- **Automatically from you.** For example, through cookies we or our service providers set on your device as you navigate through our Website.
- **From service providers.** For example, or other third-party vendors that we use to provide the Website to you.

Under CCPA, personal information does not include the following:

- publicly available information from government records,
- deidentified or aggregated consumer information,
- information excluded from the CCPA's scope, such as:

- Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data
- Personal Information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994

Under CCPA, if you are a California resident, you may exercise the following Consumer Right, free of charge to you, twice in a 12-month period.

- **Right to know and access.** You may submit a verifiable request for information regarding the: (1) categories of personal information collected or disclosed by us; (2) purposes for which categories of personal information are collected by us; (3) categories of sources from which we collect personal information; and (4) specific pieces of personal information we have collected about you during the past twelve months.
- **Right to delete.** Subject to certain exceptions, you have the option to delete personal information that we have collected from you.
- **Verification.** Requests for access to or deletion of personal information are subject to our ability to reasonably verify your identity in light of the information requested and pursuant to CCPA requirements, limitations, and regulations.
- **Right to equal service and price.** You have the right not to receive discriminatory treatment for the exercise of your CCPA privacy rights, subject to certain limitations.
- **California's Shine the Light Law.** We do not rent, sell, or share your Personally Identifiable Information with non-affiliated companies for their direct marketing purposes, unless we have your permission.

We are obligated to respond within a period of 45 days. You can exercise any of these rights by contacting us through the methods described in the **Contact Us** section below.

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable request related to your personal information. Your request to us must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it

We cannot respond to your request or provide you with the required information if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you.

We will disclose and deliver the required information free of charge within 45 days of receiving your verifiable request. The time period to provide the required information may be extended once by an additional 45 days when reasonably necessary and with prior notice. Any disclosures we provide will only cover the 12-month period preceding the verifiable request's receipt. For

data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

“Do Not Track” Policy as Required by California Online Privacy Protection Act (CalOPPA)

Our Website does not respond to Do Not Track signals. However, some third-party websites do keep track of your browsing activities. If you are visiting such websites, you can set your preferences in your web browser to inform websites that you do not want to be tracked. You can enable or disable DNT by visiting the preferences or settings page of your web browser.

California Privacy Rights for Minor Users (California Business and Professions Code Section 22581)

California Business and Professions Code section 22581 allow California residents under the age of 18 who are registered users of online sites, services, or applications to request and obtain removal of content or information they have publicly posted. To request removal of such data, and if you are a California resident, you can contact us using the **Contact Us** information provided below, and include the email address associated with your account. Be aware that your request does not guarantee complete or comprehensive removal of content or information posted online and that the law may not permit or require removal in certain circumstances.

Opt-In Policy

You may “opt in” to receive newsletters, promotional offers and other useful information from us. To unsubscribe from our mailings (except important system and content update information detailed below), you may go to the ‘My Account’ section of the Website and edit your personal profile by selecting the “edit my profile” link.

Please note: You may not unsubscribe from receiving service announcements and important content update information regarding the Website, including but not limited to: service and account changes, Website upgrades, and site cancellation or business termination information.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

By Mail: 604 E. 9th Street, P.O. Box 345, Fowler, IN 47944

By Phone: 765-884-0613

By E-mail: info@powell-systems.com