



# Terms of Use

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For a current list of Marks owned by ASC, as well as information on the authorized use of the Marks, please refer to ASC's Trademark and Service Mark Usage Guidelines.

### **3. ON-LINE CONDUCT**

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As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use or the law. You may not use the Site in any manner that could damage, disable, overburden, or impair any ASC server, or the network(s) connected to any ASC server, or interfere with any other party's use and enjoyment of the Site. You may not attempt to gain unauthorized access to services, materials, other accounts, computer systems, or networks connected to any ASC server or to the Site, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site. You agree that ASC would be irreparably harmed by the use, by you or others, of the Site or facilities in connection with the transmission of spam, newsgroup postings or unsolicited e-mail in violation of these Terms of Use, and that ASC is entitled to obtain injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). ASC reserves the right to block, filter, or delete unsolicited e-mail. You may not use the Site to collect personal information about users or transmit through or post on the Site any unlawful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or any racially, ethnically, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate applicable laws.

### **4. LINKS TO THIRD-PARTY SITES**

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### **5. TERMINATION OF ACCESS**

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ASC may cease operating the Site or terminate your access to all or part of the Site, without notice, at any time, for any reason.

### **6. DISCLAIMERS RESPECTING SITE**

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## **7. LIMITATION OF LIABILITY RESPECTING SITE**

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## **8. INDEMNIFICATION BY SITE USER**

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You agree to hold ASC and its affiliates harmless from and indemnify them against any claims by you or third parties based on or related to your online actions or your use of the Site or the Materials and all damages, costs, and expenses, including attorneys' fees, relating thereto.

## **9. PRIVACY POLICY**

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ASC respects your desire for privacy. For information on how ASC protects your personal information, please refer to our [Privacy Policy](#). By using this Site, you are consenting to the processing of your data by ASC and its affiliates and consenting to the terms of our Privacy Policy.

## **10. CHANGES TO SITE OR TERMS OF USE**

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ASC may make improvements or changes to the Site or to the products, services, programs, and prices described on this Site at any time without notice. ASC may revise these Terms of Use at any time, without prior notice, by posting the revision or the revised Terms of Use on the Site; any revision is effective upon your accessing this Site.

## **11. LOCAL LAWS; EXPORT CONTROL**

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ASC makes no representation that the Site or the Materials are appropriate or available for use outside the USA. If you use this Site from locations outside the USA, you are responsible for compliance with USA and foreign export and import laws and regulations and all applicable local laws. All marketing or promotional materials found on this Site are directed solely to individuals and entities located in the USA.

## **12. SUBMISSIONS**

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ASC welcomes your comments and feedback regarding our Site, our products, and our services. We do not, however, accept confidential or proprietary information. Accordingly, all comments, questions, feedback, information, or other materials you submit to ASC through or in connection with this Site ("Submissions") shall be considered non-confidential and ASC's property. No compensation will be paid with respect to the use of your Submission, as provided herein. ASC shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that you, not ASC, have full responsibility for the Submissions, including their accuracy, legality, reliability, appropriateness, originality, and copyright.

## **13. RIGHTS AND REMEDIES OF ASC**

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You agree that ASC shall have all rights and remedies provided under these Terms of Use and under applicable law.

## **14. GOVERNING LAW; CHOICE OF FORUM**

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These Terms of Use, the use of the Site and all orders and purchases from ASC and other transactions conducted through the Site or with ASC will be governed by and construed and enforced under the laws of the State of California (including any conflict of laws rules). The exclusive jurisdiction and venue for any legal proceedings relating to these Terms of Use or to the Site or transactions or activity conducted on or relating to the Site will be the appropriate state or federal courts in California; you consent to such jurisdiction and waive all objections to such courts based on jurisdiction, venue, and inconvenience of the forum.

## **15. GENERAL**

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These Terms of Use represent the entire understanding relating to the use of the Site and prevail over any prior or contemporaneous, conflicting or additional, communications regarding the use of the Site. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by ASC to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.

## **16. LEGAL CONTACT INFORMATION**

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If you have any questions about these Terms of Use, please contact ASC Profiles at the following address:

ASC Profiles LLC  
Attn: Legal Department  
2110 Enterprise Blvd.  
West Sacramento, CA 95691

# Trademark and Service Mark Usage Guidelines

## Introduction

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Our trademarks and service marks identify our products so that consumers know they are buying ASC's high-quality products and services. ASC Profiles LLC ("ASC") has gained valuable rights by the proper and continuous usage of its trademarks and service marks to identify its goods and services. If such marks are used improperly, their value can become diluted or generic. Properly using our trademarks by following these trademark usage guidelines protects and preserves the value of our marks and the ASC brand.

## What is a Trademark and Service Mark?

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Trademarks and service marks are words, names, symbols, devices, designs, phrases, sounds, or colors adopted and used by ASC to identify its goods and services and to distinguish them from other goods and services. The primary function of a trademark is to indicate the source of goods. It also implies a consistency of quality since it assures the customer that all goods bearing that trademark are of the same quality. Trademarks are usually noted with either a <sup>TM</sup> or a <sup>®</sup> symbol. Service marks are usually noted with a <sup>SM</sup> or a <sup>®</sup> symbol. In the United States, a trademark that is noted by a <sup>TM</sup> or a service mark that is noted by a <sup>SM</sup> has not been registered with the United States Patent and Trademark Office, and a trademark or service mark noted with an <sup>®</sup> has been registered with the United States Patent and Trademark Office. Trademarks, however, may also be registered internationally, and each country has different laws regarding the proper notation of trademarks.

## Referential Trademark and Service Mark Usage

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You may use a ASC trademark, service mark, or product name to refer specifically to such ASC product or service in marketing and promotional materials, books, conferences, applications, demonstrations, etc. You are permitted to use an ASC trademark referentially provided that:

- You adhere to these ASC Trademark and Service Mark Usage Guidelines.
- You do not disparage ASC or ASC products and services.
- You display your name or logo more prominently than any ASC trademark
- You include a disclaimer that ASC does not sponsor, affiliate, or endorse your product and/or services.

## **General Trademark and Service Mark Usage Guidelines**

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1. Always spell the trademark correctly. Avoid any variations that shorten, abbreviate, conjugate or otherwise modify a trademark.
2. Use appropriate markings. Always capitalize the product name and designate the trademark with the appropriate ™ or ® symbol. Also, the first usage or most prominent usage of a ASC product name must be used in conjunction with the ASC trademark and in the same type size, font, color and line.
3. Always use ASC trademarks as adjectives that describe the generic product. Trademarks are proper adjectives describing a specific thing; therefore, they should be used in conjunction with the noun (generic name) they modify (e.g., Dura Tech® coated steel panels). Since a primary trademark is not a noun, it is not to be pluralized, such as "Klip-Ribs".
4. Do not use any ASC trademark as your trademark, service mark, trade name, domain name, product name, or logo. ASC trademarks identify the goods and services of ASC LLC. No third-party may use any ASC trademark as their trademark, service mark, trade name, domain name, product name, or logo. You must have your own distinct trademark, service mark, trade name, domain name, product name, or logo that does not include any ASC trademarks. You may, however, referentially use the ASC trademark in connection with your product. Also, you may not use a variation, combination, or abbreviation of an ASC trademark.
5. Attribute ownership of ASC trademarks to ASC. When you refer to an ASC trademark, please include the following notice of trademark attribution where appropriate, such as on your product, printed materials, and online.  
Example of correct usage: "Dura Tech® is a registered trademark of ASC Profiles LLC" or "Box Rib™ is a trademark of ASC Profiles LLC." (Exception: "ZINCALUME® is a registered trademark of BlueScope Steel Ltd.")
6. Avoid using words like "original" or "genuine" in association with the trademark. This implies there may be products of others bearing the same trademark.

## **Specific Trademark and Service Mark Usage Guidelines**

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1. Logos. You may not use any ASC logos (including buttons and graphic symbols) without a trademark license from ASC. All usage of trademark logos shall be pursuant to these guidelines and any other guidelines associated with that logo. Please refer to ASC's Logo and Color Usage Policy.
2. Merchandise items. You may not manufacture, sell, or give away merchandise items, such as T-shirts and mugs, bearing ASC trademarks or logos, except pursuant to an express written trademark license from ASC.
3. Slogans and taglines. You may not use or imitate an ASC slogan or tagline.

## **ASC Profiles LLC Trademarks and Service Marks**

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This list is posted solely for your convenience. ASC does not waive any rights to any ASC trademark, service mark, trade name, product name, or logo that does not appear on this list. The symbols below denote status of the trademark in the United States only. ASC trademarks may also be registered internationally.

- Acustadek®
- AEP Span™
- ASC Building Products®
- ASC Profiles®
- ASC Steel Deck®
- Country Rustic Corrugated®
- DeltaGrip®
- Design Span®
- Dura Tech®
- Engineered Solutions in Metal®
- EZ-Form®
- Hi Form®
- HR-36®
- Klip-Rib®
- Klondike®
- Multilok-24®
- N-32®
- Nor-Clad®
- Nu-Wave®
- Prestige Series®
- Prime Shield®
- Select Seam®
- Skyline Roofing®
- Snap-Seam®
- Solutions in Metal Roofing®
- Strata Rib®
- Super-Span®
- TriLap®
- X-Span®
- ZACtique®

## **Third-Party Trademarks**

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Third-party trademarks, trade names, product names, and logos contained in this web site may be the trademarks or registered trademarks of their respective owners.



## **Marketing Department Information**

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If you have any questions about these Trademark and Service Mark Usage Guidelines or to obtain a copy of ASC's Logo and Color Usage Policy, please contact ASC at the following address or phone number:

ASC Profiles LLC  
Attn: Marketing Department  
2110 Enterprise Blvd.  
West Sacramento, CA 95691

Phone: (916) 376-2893