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Introduction

Welcome to the Cannon Equipment LLC ("Cannon," "we," or "us") website. Your use of the website, together with the content, software, services, and functionality offered on or through the website, is subject to these Terms of Use.

The purchase of products and services available through the website is subject to additional terms and policies for sales and purchases, also available on the website. You should review those terms and policies before making a purchase. These Terms of Use (including all documents, policies, conditions and notices) are collectively referred to as the "Agreement."

The Agreement is a legally binding contract between you and Cannon. By accessing the website in any way, including, without limitation, browsing the website, using any information contained on or in the website, and/or submitting information to Cannon, you agree to and are bound by this Agreement, including, but not limited to, conducting transactions electronically, disclaimers of warranties, and damage and remedy exclusions and limitations.

Our collection and use of personal information in connection with your access to and use of the website, whether or not you are a registered user, is described in our Privacy Notice.

Updates to the Agreement

From time to time, Cannon may update the Agreement. If we materially update any portion of the Agreement, we will notify you by posting a revised Agreement through the mobile app or a notice on our website before the date the update becomes effective. We will also post the updated Agreement in its original location marked with the new date. Changes will not be retroactive. If you object to any changes, you should not access or use the website. Your continued access or use of the website after we publish our changes to the Agreement means that you are consenting to the updated terms.

By accessing or linking to the website, you assume the risk that the information on the website may be incomplete, inaccurate, or out of date, or may not meet your needs and requirements. Cannon may add, change, discontinue, remove or suspend any of the information, features and other content included in the website at any time, without notice and without liability. Due to the open nature of the website, and the potential for errors in the storage and transmission of digital information, Cannon does not warrant the accuracy of information contained on or obtained from the website.

Website

A. Your Right to Use website

Cannon grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, fully revocable license to access and make use of the website solely for legitimate non-commercial, business purposes, and as permitted by the features and functionalities of the website, subject to this Agreement. Any access or attempt to access other areas of website or any Cannon systems or other information contained on website or Cannon systems for any other purposes is strictly prohibited.

You will not (i) remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the website, or on any materials printed or copied from the website; or (ii) dilute, tarnish or otherwise harm our brand in any way, including through unauthorized use of website, registering and/or using Cannon or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Cannon domains, trademarks, taglines, promotional campaigns or Cannon content.

B. Eligibility

You may use the website only if you can form a binding contract with Cannon, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the website by anyone under eighteen (18) years of age is strictly prohibited and in violation of this Agreement.

C. Messages about Cannon or the Website

By providing Cannon your email address you consent to our using the email address to send you service-related notices relating to the website, including any notices required by law or regarding updates to the Agreement, in lieu of communication by postal mail.

We may also use your email address to send you other messages, such as changes to features of the website and, depending on where you are resident, special offers, promotions, or other marketing materials about our products or services. We use a third party service provider to design marketing messages that may interest you based on your interactions with the site and your product purchase history.

If you do not want to receive such email messages, you may opt out or change your preferences by emailing us using the Contact information available below.

D. Availability of website

Due to the nature of the Internet, we cannot guarantee the continuous and uninterrupted availability of any portion of the website and are not responsible for outages or disruptions of the Internet and telecommunications infrastructure which are beyond our control. We may temporarily restrict the availability of the website or certain areas or features thereof with or without notice. We may from time

to time change, discontinue, enhance and modify the website and introduce new features or functionality from time to time. You agree that you do not have any rights in the website and that Cannon will have no liability to you if the website is discontinued or your ability to access the website or any content you may have posted on the website is terminated.

E. Third Party Links

The website may be linked to other sites that are not maintained by Cannon. Cannon is not responsible for the content of or privacy or other policies governing those sites. The inclusion of any link to such sites does not imply endorsement, sponsorship, or recommendation by Cannon of the linked sites. Cannon disclaims any and all liability for links: (i) from another site to the website, and (ii) to another site from the website.

F. Accessibility

Cannon is committed to accessibility, diversity and inclusion for all of its guests. We believe everyone should be able to easily browse the website and view our product offerings. We set high standards for web accessibility and constantly strive to ensure we're in compliance with all laws and guidelines. Our team is filled with professionals who are dedicated to making your online experiences the best they can be. We welcome feedback from guest experiences. If you have any questions about our accessibility features, please contact us at 1-800-825-8501 or email us at info@cannonequipment.com.

Use of and Responsibility for Content

A. Cannon Content

Content on the website that is provided by Cannon or its licensors, including software, graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product, service and program names, slogans, and the compilation of the foregoing ("Cannon Content") is the property of Cannon or its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

Except as explicitly provided herein, nothing in the Agreement shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license download, screenshot, rent, modify, distribute, copy, reproduce, transmit, display to third parties, publicly perform, publish, adapt, edit or create derivative works from any Cannon Content.

B. Third-Party Technology, Websites and Applications

The website may include third-party technology, services, software, applications, and links to third-party websites ("**Technology**"). Cannon is not responsible for the practices or policies of such third parties, nor the content of any third-party website or application, and does not make any representation regarding

third-party product or Technology, or content or accuracy of any material on such websites or applications. If you decide to use any such third-party website or application, you do so at your own risk.

To the extent applicable, your use of such third-party Technology is subject to this Agreement as well as the additional terms and conditions as Cannon may provide to you from time to time.

Acceptable Use of the Cannon Website

Your permission to use the website is contingent on your compliance with all applicable law, in addition to the following rules:

A. Unauthorized Use of Cannon Content

You will not download, display, or use any Cannon Content: (i) for use in any publications, in public performances, or on websites or applications other than the website; (ii) for any unpermitted commercial purpose; (iii) in connection with products or services that are not those of Cannon; or (iv) in any other manner that is likely to cause confusion, that disparages or discredits Cannon and/or its licensors, or that dilutes the strength of Cannon's or its licensor's intellectual property, or that otherwise violates, infringes or misappropriates Cannon's or its licensors' intellectual property rights or proprietary rights or constitutes any other misuse of Cannon Content. Use of the Cannon Content for any purpose not expressly permitted by the Agreement is strictly prohibited.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact us immediately.

B. Harm to Our Systems, Property and Security

When using the website, you will not: (i) use any electronic communication feature of the website for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (ii) retrieve, index, scrape, data mine or otherwise gather any Cannon Content, website, or other data, content or materials (including through use of any robot, spider, screen scraping, web harvesting, data extraction, or similar software or technologies). In addition, you will comply with Cannon's robots.txt file, if any; (iii) reproduce or circumvent the navigational structure or presentation of Cannon Content or website; (iv) upload, post, reproduce, or distribute any information, software, content or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (v) collect or store personal information about other users; (vi) use the website for any commercial transactions that are unrelated to the purposes for which the website was provided; (v) upload, post, email, or otherwise transmit any advertising or promotional materials, spam or any other form of solicitation or unauthorized communication, either directly through the website (including through its interactive features) or to users through communication channels outside of the website, or otherwise contact another user through the website or unsolicited outside of the website for any purpose; and (vii) upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality or operation of the

website, any feature of the website, or any computer software or hardware or telecommunications equipment.

Ownership

A. Intellectual Property Rights

Subject to the licenses granted in this Agreement, you retain ownership of any copyright and other rights you have in User Content, except that you irrevocably waive, and cause to be waived, against Cannon, our affiliates and other users, any claims and assertions of moral rights or attribution with respect to User Content. As between you and Cannon, we (or our licensors) own the website, and the copyrights, trademarks, service marks, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with Cannon and the website, which are protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. Except as expressly provided in the Agreement, we do not grant you any express or implied rights in the website. You understand and agree that you have no ownership rights in the User Account or any other account you may have with Cannon, or other access to the website or features therein.

B. Trademarks

Trademarks, trade names, product names and logos (the “**Trademarks**”) contained in or used by the website or third-party Technology are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner.

C. Feedback

We welcome and encourage Feedback. You may submit Feedback by emailing us at or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you and you shall have no privacy rights in such Feedback. With respect to your Feedback you acknowledge that: (i) Cannon receives numerous submissions from many parties and/or may have independently developed and/or considered ideas similar to your Feedback, and that Cannon’s review of your Feedback is not an admission of novelty, priority or originality; and (ii) Cannon’s use of any ideas similar to your Feedback, whether based on your User Content, provided to Cannon by third parties, or independently developed or considered by Cannon, shall be without obligation to you. By submitting Feedback to us, you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against us or our users any claims and assertions of any moral rights contained in such Feedback. “Feedback” includes concepts, ideas, feedback, materials, proposals, suggestions and the like relating to Cannon, the website or Cannon’s initiatives.

Indemnification

You agree to indemnify, defend and hold Cannon, its parents, affiliates, subsidiaries, officers, employees, and subcontractors, and each of their officers, employees and agents, harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of the Terms or which arises from the use of the website.

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Privacy and Security

On certain areas of the website, you may be given the ability to provide Cannon with personal information. Any personal information you have provided, may provide, or that may be collected by us in connection with your use of the website will be collected, maintained and used in accordance with this Agreement, our Privacy Notice, any additional terms applicable to an individual product, service or promotion. Please read the Cannon Privacy Notice for more information about Cannon's information collection and use practices, which policy applies to information collected on the website and your use of the website is subject to that policy.

Information and Complaints

If you have a question or complaint regarding the website, please send an e-mail to info@cannonequipment.com. You may also contact Cannon by phone or mail at the contact information provided on the website. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information, including sensitive personal information or health information, in your e-mail correspondence with Cannon.

Miscellaneous

The Agreement will be governed by and construed in accordance with the laws of Minnesota without regard to conflicts of laws principles. By using the website, you hereby agree that any and all disputes regarding the Agreement will be subject to the courts located in Minnesota or the federal courts for the United States District Court (District of Minnesota). The Agreement operates to the fullest extent permissible by law. Accessing materials on the website by certain persons in certain countries may not be lawful, and Cannon makes no representation that materials on the website are appropriate or available for use in locations outside the United States. If you choose to access the website from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

If Cannon fails to act with respect to your breach or anyone else's breach on any occasion, Cannon is not waiving its right to act with respect to future or similar breaches.

If any provision of the Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions of this Agreement.

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