



Your DDD Order Portal login ID will be your email address. Your initial DDD Order Portal password will be assigned to you and you will be prompted to create a password the first time you login to the portal.

By clicking on the “ORDER PORTAL” link above, you agree to our Terms & Conditions:

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THIS IS A LEGAL CONTRACT.**

**Acceptance of Terms of Use**

The Distinctive Door Designs (DDD) Order portal (the “portal”) is offered to you conditioned on your acceptance of the terms, conditions and notices contained herein.

By using the portal you agree to these terms and conditions. If you are not a Customer of DDD, or an authorized employee of DDD, any use by you of the portal is prohibited.

**Description of Service**

The portal provides DDD’s Customer’s and authorized employees of DDD Customer’s with access to information displayed on the portal for inquiries and deliveries of documents and communications for their account only.

The information, documents and communications on the portal are provided as a convenient resource to DDD Customer’s and may be used ordering products from DDD.

**User Password and Security**

Using the portal and its related services requires the use of a password and a user name. The confidentiality of your password and account is your responsibility. Any activities that occur under your account are your responsibility. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene or otherwise objectionable.

You agree to notify DDD immediately of any unauthorized use of your account or any other breach of security. It is prohibited to use anyone else’s account without the express permission of that account holder.

**Accuracy of Content and Liability Disclaimer**

DDD will strive to use reasonable efforts to include accurate and updated information (colors, features, specifications and details) on the portal and website. All products are subject to availability and we reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

YOU UNDERSTAND AND AGREE THAT DDD IS UNDER NO OBLIGATION TO DO SO AND NEITHER DDD NOR ITS SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SUSTAINABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION SOFTWARE, DOCUMENTS AND COMMUNICATIONS CONTAINED ON THE PORTAL FOR ANY PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DDD, OR ITS SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OR THE PERFORMANCE OF THE PORTAL, WITH THE DELAY OR INABILITY TO USE THE PORTAL OR RELATED SERVICES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DDD OR ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATES DO NOT PERMIT TYPES OF THESE LIMITATIONS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PORTAL, INFORMATION, DOCUMENTS OR COMMUNICATIONS ON THE PORTAL, OR WITH ANY OF THESE TERMS AND CONDITIONS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE PORTAL AND THE INFORMATION, DOCUMENTS OR COMMUNICATIONS YOU OBTAINED FROM THE PORTAL.

### **Intellectual Property Rights**

The site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics on the website and portal are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The trademarks, logos, and service marks displayed on the portal are registered and common law trademarks of DDD or suppliers of DDD. Nothing contained on the portal should be construed as granting, by implication, or otherwise, any license or right to use any of the Trademarks displayed on the portal without the written permission of either DDD. Your use of any of the Trademarks displayed on the portal or displayed on any content on the portal is strictly prohibited.

You should assume that everything you see or read on the portal is copyrighted and is a trade secret and may not be used except as provided in these terms and conditions of use or in the text on the portal without the written permission of this firm or its suppliers.

### **Changes to Terms and Conditions of Use**

DDD may at any time modify the terms, conditions and notices under which the portal is offered by updating this posting. You are bound to any such modifications and should therefore periodically visit this page to review the then-current terms and conditions to which you are bound.

### **Confidentiality, Information Protection, and Protection of Data**

Notwithstanding any existing legal or contractual obligations regarding confidentiality between you and DDD, you undertake to treat all knowledge relating to business secrets, which come into your possession, as confidential. You shall assure that any protected data, which comes into your possession through the use of the portal, is not transmitted to any unauthorized person. In partial consideration of the opportunity to access the resources of the portal concerning your account, you agree to maintain the strict confidentiality of access of the portal and its data to you and your authorized employees and to indemnify and hold harmless DDD and its officers, shareholders and employees and their heirs, successors and assigns from and against any and all claims, actions, demands, losses, damages, judgments, costs and expenses, including without limitation, reasonable attorneys' fees and liabilities of every kind which may arise from your or your employees' use of the portal or because of violation of these terms and conditions of use.

### **No Unlawful or Prohibited Use**

You are prohibited from using the portal to damage, disable, or overburden DDD's servers or network or impair the portal or interfere with any other party's use of the portal. Hacking, password mining or any other means to gain unauthorized access to the portal, portal accounts, computers or network is prohibited. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is also prohibited. DDD will fully cooperate with any law enforcement authorities or court order requesting or directing this firm to disclose the identity of anyone posting any such information and materials. This firm is an equal opportunity employer and values the diversity of its people.