

**Effective date:** December 15, 2024

**Last updated:** December 15, 2024

These Terms of Use govern your access to and use of the Andrew website located at [www.andrew.com](http://www.andrew.com), including any content, functionality and services offered on or through the website. Please read the Terms of Use carefully before you start to use the website as these Terms of Use are a legal agreement between you and ANDREW.

By using the website, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the website.

### **Changes to these terms of use**

We may revise and update these Terms of Use from time to time in our sole discretion. Your continued use of the website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Availability of the website**

Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use and other applicable terms and conditions and that they comply with them.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. If you provide any information to us, the information you provide must be current, complete, and accurate.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

## **Rules relating to your use of the website**

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by intellectual property laws and treaties around the world, including, without limitation, trademark and copyright laws. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organization to content posted on our website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. You must not use any part of the content on our website for commercial purposes without obtaining a license to do so from us or our licensors. If you print off, copy, download, share or repost any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our website is intended for and applicable only for individuals who are age 18 or older. If you are under 18 years (or the age of majority in your jurisdiction), you may not use our website.

## **Reliance on information provided on this website**

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

## **Use of our website**

You will not use any device, software or other method, technology or device to interfere or attempt to interfere with the proper working of our website. You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use, conduct, facilitate, authorise or permit any robot, bot, spider, other automatic device, programme, tool, algorithm, code or manual process to monitor, scrape, or copy our website or any information contained therein, without our prior express written authorization. You may not use our website for any purpose that is illegal, unlawful, or prohibited by these Terms of Use. You must not impersonate us or any third party or misrepresent an affiliation with us or any third party.

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website safely. You should use your own virus protection software. You agree that you will not interrupt, disrupt, alter, destroy, impair, restrict, tamper, or otherwise affect the proper operation of our website in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, malware, or program. You may not use our website in any threatening, libellous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner. You must not attempt to gain unauthorised access to

our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We reserve the right in our sole discretion to terminate access to our website, including in relation to any violation of these Terms of Use.

With respect to all communications you make to us regarding the materials or information on our website or in relation to our products and services, including feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and we shall have no obligation to protect your communications from disclosure; (b) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information, each of which is subject to our privacy policy. To the extent legally permissible, you waive all moral rights in your feedback.

### **Third party links on the website**

If the website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Information contained on any social media accounts linked from this website is intended solely for informational purposes. Twitter, Facebook, YouTube, LinkedIn and Instagram are owned by third parties. We are not responsible for these companies' privacy, security or terms of use policies that control these services or how our content on such social media is displayed. We do not control, adopt, endorse or accept responsibility for any other content, tools, products or services (including any software, links, advertising, opinions, comments, or security or privacy policies) available on or through third party sites or media. Comments and opinions posted by viewers of our social media are the responsibility of the person or entity who posted them. We do not adopt, endorse or guarantee the accuracy of content posted by others and such content does not represent our views. The information contained on our social media is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution is contrary to local laws. You are required to acquaint yourself with and observe any such local laws. Any failure to comply with these restrictions may constitute a violation of the laws of any such jurisdictions.

If you decide to access any of the third party websites linked from this website, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such websites.

## Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR website AND ANY INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR ANY GUARANTY OR ASSURANCE THAT OUR website WILL BE AVAILABLE, ADEQUATE, ACCURATE, UNINTERRUPTED, COMPLETE OR ERROR FREE. WE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY MALICIOUS OR UNAUTHORIZED CODE AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOU HAVE APPROPRIATE SCANNING AND

PROTECTIVE MECHANISMS FOR THE SECURITY OF YOUR DEVICES, SYSTEMS, PROGRAMS AND INFORMATION. BY USING OUR website AND ANY INFORMATION THEREIN, YOU ARE ASSUMING ALL RISK OF LOSS THAT MAY ARISE OR BE ASSOCIATED WITH THAT USE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OTHER MEMBERS OF THE AMPHENOL GROUP OF COMPANIES AND THIRD PARTIES CONNECTED TO US HEREBY EXPRESSLY EXCLUDE ANY LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY ANY USER IN CONNECTION WITH OUR website OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR RESULTS OF THE USE OF OUR website, ANY WESITES LINKED TO THEM AND ANY MATERIALS POSTED ON THEM, INCLUDING, WITHOUT LIMITATION ANY LIABILITY FOR LOSS OF INCOME OR REVENUE; LOSS OF BUSINESS; LOSS OF PROFITS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF DATA; LOSS OF GOODWILL; WASTED MANAGEMENT OR OFFICE TIME; AND FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, PROVIDED THAT THIS CONDITION SHALL NOT PREVENT CLAIMS FOR LOSS OF OR DAMAGE TO YOUR TANGIBLE PROPERTY OR ANY OTHER CLAIMS FOR DIRECT FINANCIAL LOSS THAT ARE NOT EXCLUDED BY ANY OF THE CATEGORIES SET OUT ABOVE.

Some jurisdictions do not allow the limitation or exclusion of liability for certain damages such as for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability that cannot be excluded or limited under applicable law. As a result, the above limitations or exclusions may not apply to you.

You shall defend us against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms of Use by you ("Claim") and you shall indemnify and hold us harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

## **Linking to the website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you. Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our website other than that set out above, please contact us please use the "Contact Us" link on the website.

## **Governing Law**

[These Terms of Use shall be construed and enforced under the laws of the State of Connecticut, US. You specifically agree and submit to the jurisdiction of the State and Federal Courts situated in the State of Connecticut and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of our website. You will not object to jurisdiction or venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. You agree that you will not file or participate in a class action against us. YOU HEREBY WAIVE ANY RIGHT YOU MAY

NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.

These Terms of Use shall be construed and enforced under the laws of England. You consent to the exclusive jurisdiction of the English courts.

These Terms of Use shall be construed and enforced under the laws of Germany. You consent to the exclusive jurisdiction of the German courts.

These Terms of Use shall be construed and enforced under the laws of France. You consent to the exclusive jurisdiction of the French courts.]

[If you use the website in the United Kingdom, any claim relating to, and the use of, such website and the materials contained herein is governed by English law. You consent to the exclusive jurisdiction of the English Courts.

If you use the website in Denmark, any claim relating to, and the use of, such website and the materials contain herein is governed by Danish law. You consent to the exclusive jurisdiction of the Danish Courts.]

## Miscellaneous

If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches.

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

These Terms of Use, together with any other agreements expressly incorporated by reference into these Terms of Use, are the entire and exclusive understanding and agreement between you and us regarding your use of our website.

## Questions

If you have any questions or comments, please contact us at [awpnarsupport@andrew.com](mailto:awpnarsupport@andrew.com).