

## Panattoni US Terms of Use

Effective October 8, 2025

These Website Terms of Use (the “Terms”) govern your use of the website located at [www.panattoni.com](http://www.panattoni.com) (the “Site”) operated by Panattoni (“Panattoni,” “we,” “us,” or “our”). By using the Site, you agree to these Terms. These Terms apply only to users located in the United States and to use of the Site within the United States.

**Privacy.** Panattoni respects your privacy. Our Privacy Policy explains how we collect, use, and disclose information about you. Nothing in these Terms limits any non-waivable rights you may have under applicable U.S. federal or state law. The Site is intended for a general audience and is not directed to children under 13, and we do not knowingly collect personal information from children under 13.

- **Use of the Site.** When you use the Site, you may not:
  - violate any law or regulation;
  - violate or infringe other people's intellectual property, privacy, publicity, or other legal rights, particularly by interfering, disrupting, or attempting to gain unauthorized access to the Site or any other computer network or to portions of the Site that are restricted;
  - transmit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
  - send unsolicited or unauthorized advertising or commercial communications, such as spam;
  - disseminate, store, or transmit viruses, trojan horses or any other malicious or unsolicited software; stalk, harass, or harm another individual;
  - impersonate or misrepresent your affiliation with someone else, create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication;
  - use any means to “scrape,” “crawl,” or “spider” any Web pages contained in the Site or other Site (although Panattoni may allow operators of public search engines to use spiders to index materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials, and Panattoni reserves the right to revoke these exceptions either generally or in specific cases);
  - use automated methods to use the Site in a manner that sends more requests to the Panattoni servers in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser; or
  - interfere with or disrupt the Site.  
We reserve the right to suspend or terminate your access to the Site for any violation of these Terms.

**Ownership.** We own or license the content on the Site, including, but not limited to, all software, text, images, videos, and other visual and audio-visual content (“Content”); Panattoni trademarks, trade names, logos, and brand elements (“Panattoni Marks”); and the trademarks, trade names, logos and brand elements of third-party products and services that may be displayed on the Site (“Third-Party Marks”). The Content, Panattoni Marks, and Third-Party Marks (collectively “Materials”) are protected under U.S. and international laws. The posting of

Materials on the Site by Panattoni does not constitute a waiver of any rights in such Materials. We reserve the right in our sole discretion to edit or delete any Materials without notice. Any reproduction, copying or redistribution for commercial purposes of the Materials or design elements of the Site is strictly prohibited without the express written consent of Panattoni or, as applicable, Panattoni's licensors.

**Feedback and Submissions.** We welcome and appreciate your feedback and suggestions about the Site and our services. You understand that we cannot necessarily respond to or implement feedback or suggestions, but if we do, you understand and agree that we may use your feedback or suggestions without compensation to you and without any restriction or obligation to you.

**Links.** Our Site may contain links to other websites. A link to a third party's website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

**Disclaimer and Limitations on Our Liability.** YOU USE THE SITE AT YOUR OWN RISK. EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT BETWEEN YOU AND PANATTONI, THE SITE AND ALL CONTENT AND OTHER PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PANATTONI AND ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, AND LICENSORS (REFERRED TO COLLECTIVELY AS "AFFILIATES") DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PANATTONI NOR ITS AFFILIATES WILL BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO USE OF THE SITE. TO THE EXTENT PANATTONI MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. NOTHING IN THESE TERMS AFFECTS ANY NON-WAIVABLE STATUTORY RIGHTS.

**Indemnification.** You agree to indemnify, defend, and hold harmless Panattoni and its Affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) any information that you submit, post, or transmit through the Site; (b) your use of the Site; (c) your violation of these Terms; or (d) your violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights. Panattoni reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If we do assume the defense of such a matter, you will reasonably cooperate with Panattoni in such defense.

**Other Provisions.**

- **Governing Law; U.S. Jurisdiction.** These Terms will be governed by and construed in accordance with the laws of the State of California and, where applicable, the Federal Arbitration Act, without giving effect to any conflict or choice of laws rules or provisions. The Site is controlled and operated from the United States, and is intended for use only within the United States. We make no representation that the Site or its content is appropriate or available for use in other jurisdictions.
- **Dispute Resolution; Binding Arbitration; Class Action Waiver.** Any controversy, claim, or dispute arising out of or related to these Terms (or the interpretation, performance, or breach of them), the Privacy Policy, or the Site, including but not limited to alleged violations of state or federal statutory or common law rights or duties (a “Dispute”) shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If we are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute.
  - The arbitration shall be initiated and conducted according to the JAMS Comprehensive Arbitration Rules and Procedures in effect as of the date the arbitration is filed, including the Optional Appeal Procedure provided for in such rules (the “Arbitration Rules”), and administered by JAMS. The arbitration shall be conducted in Irvine, California before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement.
  - **Small Claims; Injunctive Relief.** Notwithstanding the foregoing, either party may bring an individual action in small claims court if the claim is within that court’s jurisdictional limits, and either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect its intellectual property or proprietary rights pending a final decision by the arbitrator.
  - **No Class Actions.** No Disputes may be arbitrated on a class or representative basis. Arbitration can decide only the individual Dispute and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. **BY ENTERING INTO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS MUST BE ASSERTED INDIVIDUALLY.**
  - **Arbitrator’s Authority; Remedies.** The arbitrator’s decision shall be controlled by these Terms and any of the other agreements, including any applicable additional terms, and shall be final and binding. The arbitrator shall not have the power to award punitive damages against any party to the fullest extent permitted by law.
  - **Location and Language.** The arbitration shall occur in Irvine, California, in English, unless both parties agree otherwise.
- **DMCA/Copyright.** If you believe that any content on the Site infringes your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512) to our designated agent with the following information: (1) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (2) identification of the copyrighted work claimed to have been infringed; (3) identification of the material that is claimed to be infringing and where it is located on the Site; (4) your contact information; (5) a statement that you have a good faith belief that use of the material is not authorized; and (6) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner.

- **Export Compliance.** You may not access or use the Site in violation of U.S. export control, sanctions, or anti-boycott laws. You represent that you are not located in, or ordinarily resident in, any country or territory subject to U.S. comprehensive sanctions and are not a denied or restricted party under U.S. law.
- **Severability.** If any provision of these Terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.
- **Waiver.** The failure of Panattoni to enforce any right or provision of these Terms will not prevent Panattoni from enforcing such right or provision in the future.
- **Assignment.** We may assign our rights and obligations under these Terms, including in connection with a change in control (e.g., a merger, acquisition, or sale of our assets) or the financial status of the firm. You may not assign these Terms without our prior written consent, and any purported assignment in violation of the foregoing is void.
- **Entire Agreement.** These Terms, together with our Privacy Policy and any additional terms that we post on the Site, constitute the entire agreement between you and us regarding your use of the Site.
- **Contact.** If you have any questions about these Terms, please contact us at [Insert Contact Email/Address].

**Changes to these Terms.** From time to time, we may change these Terms. If we change these Terms, we will inform you by posting the revised Terms on the Site. Those changes will go into effect on the revision date shown in the revised Terms. By continuing to use our Site, you agree to the revised Terms. If you object to any such changes, your sole recourse shall be to cease using the Site.