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# Terms and Conditions of Using Arbiter Electrotech Product(s) and Service(s)

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## Introduction

This document, “Terms And Conditions Of Using Arbiter Electrotech Product(s) and Service(s)”, contains all the legal terms and conditions of usage, that the user(s) or client(s) of Arbiter Electrotech must accept and follow if they intend to use any product(s) or service(s) of Arbiter Electrotech. Please go through the document thoroughly and carefully while making sure that you understand what it expected of you, a present/probable client of Arbiter Electrotech, before consenting to the terms of this document. Note that, to consent to the terms of this document, the consenting individual must be of minimum legal age (18 years as per Bangladeshi law) to form a legal binding with any business entity.

**The content of the document is sequentially listed below in tabulated form**

**This document contains 5 pages in numbered sequence (excluding cover-page, if any).**

**\*\* Note** – The footer of this document shows the version of the legal document, which follows the syntax [Document Type][Document Version]. Meanings of all abbreviated text and symbols are defined in the “Definitions of the Terms & Conditions”. The recommended version of “Definitions of the Terms & Conditions” for reference should not be older than the latest version of the “Legal Agreements Of Arbiter Electrotech”. In case the meaning are absent, it is recommended that the reader contacts Arbiter Electrotech.

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## Legal Notice

By using any Arbiter Electrotech product(s)/service(s), you are accepting all the legal conditions set exclusively by Arbiter Electrotech, at its own discretion, including but not limited to “Terms and Conditions of Use”, “Warranty Policy”, “Privacy Policy”, “Combined Business Policy” and “Product and Service Ordering Policy” and “Definitions of Terms and Conditions”. If you do not agree with any of the legal conditions, you should stop using Arbiter Electrotech product(s) or service(s).

### Terms & Conditions of Using Arbiter Electrotech Product(s) and Service(s) ( Ver : 2707/21)

#### **General Notice of T&C of Using Arbiter Electrotech Product(s) and service(s)**

Terms and Conditions of Using Arbiter Electrotech Product(s) and Service(s) outlines the legal agreement that any and all user(s)/client(s) of Arbiter Electrotech must uphold if they are to use or continue using any product(s) or service(s) of Arbiter Electrotech. “Terms and Conditions of Using Arbiter Electrotech Product(s) and Service(s)” outlines the general and most fundamental terms and conditions of using Arbiter Electrotech product(s) or service(s). Please note that Arbiter Electrotech reserves the right to change/modify/remove any/all part of this “Terms and Conditions of Using Arbiter Electrotech Product(s) and Service(s)” along with any/entire terms and condition(s) and any/all involved documents at any time with/without any prior notice or consent of any other party. Furthermore, only “Terms and Conditions of Using Arbiter Electrotech Product(s) and Service(s)” to take effect is the latest released version unless otherwise is stated. It is the responsibility of user to follow the terms and conditions properly. By using any product(s)/service(s) of Arbiter Electrotech, the user approves that he/she has read and accepted the “Terms and Conditions of Using Arbiter Electrotech Product(s) and Service(s)”

#### **Terms and Conditions of using the Arbiter Electrotech Product(s) and service(s)**

##### **1.1 Acceptance & Understanding of The Written Language**

**1.1A** All issued documents and literature of Arbiter Electrotech are written in international and universal human language unless otherwise is stated. Arbiter Electrotech has chosen the language “English” as the international and universal human language. The English, used to draft and/or publish any/all Arbiter Electrotech documents and literature, is universal and is not bound within English of any specific region or ethnicity. It is the responsibility of the user(s)/client(s) to read and understand the language “English”. Neither Arbiter Electrotech nor any of its subsidiary, partner or client can be held responsible for the inability of the user(s)/client(s) to read and/or understand the language “English”, either by himself/herself or with the help of any other party.

##### **1.2 Types of Terms And Conditions**

**1.2A** Arbiter Electrotech has two (2) different types terms and conditions, namely, “Universal” and “Targeted”. Universal terms and conditions are applicable for all of Arbiter Electrotech product(s) and service(s). Targeted terms and conditions are applicable for specific product(s)/service(s). It is the decision of Arbiter Electrotech to decide whether to use universal terms and conditions, targeted terms and conditions or both for any of Arbiter Electrotech product(s)/service(s). Arbiter Electrotech may choose to use both types of terms and conditions for a specific product or service. Arbiter Electrotech reserves the right to add or remove types of terms and conditions along with modifications of the existing terms and conditions with or without any prior notification.

##### **1.3 Understanding of The Terms And Conditions**

**1.3A** Arbiter Electrotech publishes the terms and conditions, associated with all its product(s)/service(s), so that the interested user(s)/client(s) can understand what to expect if they use any product(s)/service(s) of Arbiter Electrotech. Arbiter Electrotech expects the user(s)/client(s) to read and understand the terms and conditions, by themselves or with the help of any other party, before they make any commitment with/to Arbiter Electrotech. If any user(s)/client(s) of any Arbiter Electrotech product(s)/service(s) makes any kind of commitment with Arbiter Electrotech, it would, by default, mean that they have already read and accepted the terms and conditions, both universal and targeted, set exclusively by Arbiter Electrotech.

##### **1.4 Acceptance of All Terms & Conditions**

**1.4A** All products and services of Arbiter Electrotech comes with a universal set of terms and conditions. Furthermore, all products and services of Arbiter Electrotech may come with a unique set of terms and conditions tailored for that specific product in question. Any/all user(s) or client(s) of Arbiter Electrotech product(s) must accept every single terms & conditions put forth by Arbiter Electrotech without any contestation.

##### **1.5 Acceptance of Definitions of Terms and Conditions**

**1.5A** The legal terms & conditions may use words that are defined later in the “Definitions of Terms and Conditions”. Any/all user(s) or client(s) of Arbiter Electrotech product(s) must accept every single definition(s) put forth by Arbiter Electrotech.

##### **1.6 Grammar and Typography**

**1.6A** To make room for erroneous nature human, mistakes due to grammar, spelling and typography are to be treated leniently, both by Arbiter Electrotech and the user(s)/client(s). In case of any grammatical mistakes, spelling mistakes or a suspected typographical error/mistake, both parties should hold a mutual consultation and reach a mutual state of agreement regarding the alleged grammatical or spelling mistake or the suspected typographical error/mistake.

##### **1.7 Typesetting and Typeface**

**1.7A** Any/all document(s), prepared by Arbiter Electrotech, may employ usage of several different types and sizes of fonts, symbols, glyph and/or printable/writable characters. As different typeface may express the same alphabet, symbol or any well-known printable/writable character(s) differently, it is the responsibility of the user(s)/client(s) to read and interpret the written expression properly and in logical manner. Arbiter Electrotech may not be held accountable in case the user(s)/client(s) misread or misinterpret the published characters in the document(s). Furthermore, although Arbiter Electrotech tries its best to adhere to a specific format while writing or publishing any of its document(s), Arbiter Electrotech provides no explicit guarantee that a single specific format is used every time and everywhere. Arbiter Electrotech reserves the right to use whatever writing format that it sees fit at its own discretion.

### **1.8 Disclosure of Particulars of Agreements**

**1.8A** All user(s)/client(s) of product(s)/service(s) of Arbiter Electrotech must enter a valid mutual agreement with Arbiter Electrotech, where both parties are in mutual agreement with the particulars of the agreement, for the discussed product(s)/service(s). Arbiter Electrotech reserves the right to ask/request/demand that the user(s)/client of any specified product(s)/service(s) should keep the particulars of agreement, including but not limited to, Terms and Conditions, Warranty Policy, Privacy Policy, Combined Business Policy, Product and Service Ordering Policy, Pricing of the product(s)/service(s), Lead Time, Purchasing Options, Order Time Frame and Order Quantity or otherwise, a mutual secret, and refrain from publishing or sharing the mutual agreement(s) with anyone who is not a part of the mutual agreement. To ensure secrecy, Arbiter Electrotech might ask/request/demand that the user(s)/client(s) should sign an NDA (Non-disclosure Agreement), prepared exclusively by Arbiter Electrotech.

### **1.9 Force Majeure**

**1.9A** Arbiter Electrotech cannot be held liable for any sort of damage to any user(s)/client(s), caused by any event which is beyond the reasonable control of Arbiter Electrotech, including but not limited to force(s) of nature, which includes but is not limited to flood, earthquake, storm, drought, famine, heatwave, coldwave, solar flare, solar storm or otherwise, acts of war, external hacking of any/all electronic system(s) and/or sub-system(s), fire, political instability, terrorism of any/all kind, power and/or telecommunication disruptions, national/international transportation disruption, any sort of epidemic disease or any pandemic, national/international emergency or otherwise. In case of force majeure, Arbiter Electrotech reserves the rights to suspend or halt any/all of its service(s) temporarily or indefinitely at its own discretion.

### **1.10 Authority of Arbiter Electrotech**

**1.10A** Arbiter Electrotech, at its own discretion, reserves the right to change, modify or remove any/all literature that are/were generated by Arbiter Electrotech. These literature include but is not limited to, any/all types and kinds of legal documents that includes but is not limited to, legal terms and conditions along all related & relevant legal clauses and definitions or otherwise, any/all types and kinds of technical documents that includes but is not limited to datasheet, spec sheet, white paper, application notes, user manual, lab manual, experimentation notes, guides and results, schematics, circuit diagrams, PCB design, software, firmware, source codes or otherwise, any/all types of general purpose data that includes but is not limited to, newsletter, event notice, photographs, audio/video/audio-video clips, brand logo, brand name, slogan, catchphrase or otherwise.

**1.10B** Arbiter Electrotech, at its own discretion, reserves the right to collect user/client data, physical, virtual or otherwise, that are outlined and are in accordance with the “Arbiter Electrotech Privacy Policy”. Furthermore, Arbiter Electrotech reserves the right to share the collected information with other third party in accordance with the “Arbiter Electrotech Privacy Policy”.

**1.10C** Arbiter Electrotech, at its own discretion, reserves the right to deny any/all user(s)/client(s) from using or acquiring any of Arbiter Electrotech Service(s) or Product(s). Furthermore, Arbiter Electrotech also reserves the right to deny any/all user(s)/client(s) from providing any/all types of service(s).

**1.10D** Arbiter Electrotech, at its own discretion, reserves the right to deny any/all user(s)/client(s) from using Arbiter Electrotech website, webpage, download facilities, electronic mailing facilities, cloud service and any other internet-based facilities. Furthermore, Arbiter Electrotech reserves the right to bar any of its user(s)/client(s) from using any hardware, software or firmware that was designed and/or manufactured by Arbiter Electrotech without any contestation from any other user(s)/client(s).

**1.10E** Arbiter Electrotech, at its own discretion, reserves the right to deny any/all user(s)/client(s) request to share any type or kind of business and/or internal data that includes but is not limited to financial data, marketing data, any/all kind of data related to business partner(s), affiliate(s) or subsidiaries/subsidiaries, import and/or export details or otherwise.

**1.10F** Arbiter Electrotech, at its own discretion, reserves the right to deny any/all user(s)/client(s) request to share any type or kind of business related data, data related to internal affairs of Arbiter Electrotech, data belonging to any present or former employee (part time & full time) of Arbiter Electrotech, data belonging to any present or former partner(s), affiliate(s) or subsidiary/subsidiaries of Arbiter Electrotech, data belonging to any personnel who might have provided any type/kind of service directly to either Arbiter Electrotech or any personnel who is/was in service of Arbiter Electrotech or any partner(s), affiliate(s) or subsidiary/subsidiaries of Arbiter Electrotech.

### **1.11 Exemption and Exception**

**1.11A** Arbiter Electrotech reserves the right to exempt any user(s)/client(s) from any of the Terms and Conditions, set exclusively by Arbiter Electrotech, at its own discretion without any contestation from any other user(s)/client(s). Furthermore, Arbiter Electrotech may offer different set(s) of terms and conditions and other incentives to different user(s)/client(s) on basis of business interests of Arbiter Electrotech.

### **1.12 Intellectual Property**

**1.12A** The products of Arbiter Electrotech will most definitely contain intellectual property of Arbiter Electrotech. Intellectual property of Arbiter Electrotech includes but is not limited to PCB layout, circuits, technologies, software, firmware, algorithm, source codes, component placement layout, PCB layout, physical design of product casings/housings, all types of 3D CAD designs, lab manual, user manuals, technological/non-technological documents, terms and conditions, logo, brand name, name of the technology, artwork, slogan, catchphrase or otherwise. However, there are scope(s) for interested party to produce or modify any intellectual property of Arbiter Electrotech legally, provided that the interested party has taken proper, specific written consent from Arbiter Electrotech and the holder of the copyright for the specific intellectual property, and has followed proper procedure set forth by Arbiter Electrotech.

**1.13 Intention of Use**

**1.13A** No product(s) or Service(s) of Arbiter Electrotech can be used in any kind of illegal or illicit activities. No product of Arbiter Electrotech is produced or developed with any intent to cause any form of damage including but not limited to physiological, financial, digital or otherwise to any human, wildlife, public/private asset, any governing body, law enforcement or otherwise.

**1.13B** Arbiter Electrotech does not consent its products be used in any event that may cause damage to private or public property. Any user(s) using any Arbiter Electrotech product(s) to challenge any region/country's authority or law enforcement, intending activities that may cause harm to members of general population, intending activities that may cause fatal and/or lethal bodily harm to any law enforcement personnel or members of general population, and/or intending activities that may cause fatal and/or lethal bodily harm of any wildlife or otherwise, will have to bear the responsibility for themselves. Neither Arbiter Electrotech nor any of its partners, subsidiaries, suppliers, manufactures or any other client(s) or service provider(s) can be hold responsible.

**1.13C** In case of any and all sort of illegal activities, intended or committed by using any Arbiter Electrotech product(s)/service(s), Arbiter Electrotech will provide all relevant information of the user(s)/client(s), that are possessed/retained by Arbiter Electrotech, to the proper law enforcement authority or any and all other related government agency, when/if requested by following proper legal procedure. Arbiter Electrotech condemns any and all illegal, criminal or radical fundamentalist activities along with any and all activities that would illegally challenge any national government/authority or any legal law enforcement establishment of any independent sovereign region/country/state.

**1.14 Product Category**

**1.14A** All products designed and/or manufactured by Arbiter Electrotech is assigned a category according to its functions, specifications and limitations, by Arbiter Electrotech. It is the responsibility of the user to make sure that his intended purpose of usage is compatible with the category of the Arbiter Electrotech product. Under no circumstances can Arbiter Electrotech be blamed or held accountable for any damage including but not limited to financial, physiological, loss of digital data or otherwise, arising from usage of any Arbiter Electrotech product that is not compatible with the assigned category of the Arbiter Electrotech product.

**1.15 Physiological Damage**

**1.15A** Products of Arbiter Electrotech may contain parts that includes but not limited to edge connectors, push connectors, header, screw terminal, components, wire harness etc. that may contain sharp edges or sharp pointed tips. It is the responsibility of the user to take precautions against any sort of physiological damage that can/may occur from any misuse/abuse or lack of mental concentration while using any of Arbiter Electrotech product or any engineering product in general. It is the responsibility of the user(s)/client(s) to follow proper safety protocols and safety measures when & where applicable. Neither Arbiter Electrotech nor any of its partners, subsidiaries, suppliers, manufactures or any other client can be hold responsible for any physiological damage caused by using any Arbiter Electrotech product at any time, place or condition.

**1.15B** Products and packing material may/will contain plastic bags and small components that may pose a danger at the hands of young children. Danger might be due to choking as a direct result ingestion of small parts or plastic bags. Furthermore, the components with sharp narrow pins can pose a danger in the hands of young children and irresponsible adults. It is the responsibility of the user to keep all kind of hazardous material(s) away from children and irresponsible adults and to follow the age limitations warnings placed directly on product documentation.

**1.16 Security Concerns & Operating Conditions**

**1.16A** Arbiter Electrotech products are designed to function in a defined range of environment and in a given range of operating conditions. The recommended operating conditions and environments are explicitly provided by Arbiter Electrotech. The factors that can cause the product to malfunction or render the product non-functional, will include but is not limited to, ambient temperature, ambient humidity, dirt, dust and/or airborne particles in the air, stray magnetic fields and/or stray electric field in the nearest vicinity of the device, exposure to harmful radiation (magnetic, electromagnetic or otherwise), bugs, insects, blocked or obstructed vents/passageways/airways, any event that can hamper the operation of any natural/man-made cooling systems, physical impacts or otherwise. Neither Arbiter Electrotech nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, are liable for paying any kind of compensation, financial or otherwise, to any user(s)/client(s) of Arbiter Electrotech, for any damage arising from the user(s)/client(s) ignorance and inability to ensure proper operating environment for any/all Arbiter Electrotech product(s) that the user is using.

**1.16B** All Arbiter Electrotech products are to be assumed to be vulnerable to physical damage unless otherwise is stated. It is the responsibility of the user(s)/client(s) to ensure the safety and security of the Arbiter Electrotech product that they are using. The user(s)/client(s) will be solely responsible in case any Arbiter Electrotech product is used in any application where malfunction of the product may/will compromise security of any setting (residential, commercial or otherwise) in any way. Neither Arbiter Electrotech nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, are liable for paying any kind of compensation, financial or otherwise, to any user(s)/client(s) of Arbiter Electrotech, for any damage arising from the user(s)/client(s) inability to ensure proper security and/or safety measures for any/all Arbiter Electrotech product(s) that the user is using.

**1.17 Pollution**

**1.17A** Arbiter Electrotech product(s) and packaging may consist of constituents that includes but not limited to NiCd/Lithium based battery or chemical-based power storage element, semiconductor components, chemical-based components, pressurized/sealed/waterproof components, metallic wires, copper, aluminum, lead, palladium, nickel, chromium, gold, chemical-based dye, different types of plastic, glass/glass fiber and different types of paper. Several of the constituents may cause direct pollution to the environment if they are not properly disposed or burned. It is the responsibility of the user to dispose of the discarded product properly according to the region/country laws.

**1.18 Incineration**

**1.18A** No Arbiter Electrotech product contains any kind of explosive material unless it is clearly marked in the product itself or in the product related documents. However, burning electronics may cause some of the non-explosive (under normal condition) electronic elements/components to explode that may cause bodily harm to nearby human or wildlife and/or can cause wide spread fire. Furthermore, burning semiconductor or chemical-based components may produce toxic gases that may prove to be lethal or may cause damage to any human or wildlife that inhales the toxic gases. Arbiter Electrotech strongly suggests against burning/incineration of any Arbiter Electrotech product that may contain any kind of battery or power storage element, semiconductor components, chemical-based components, pressurized/sealed/water proof components or any product containing any combination of all aforementioned elements.

**1.18B** Arbiter Electrotech product may contain plastic as part of the product or as a packaging material or both. Burning plastic causes production of toxic gases that can become lethal for human or wildlife. Arbiter Electrotech cannot be held responsible for any damage caused by burning any of Arbiter Electrotech product, paper/plastic-based documents or the accompanying packaging materials.

**1.19 Out of The Box Defective Product**

**1.19A** Arbiter Electrotech product(s) are intended to be used in proper and perfect working condition. Although all Arbiter Electrotech products are shipped in perfect working conditions, in rare cases, flawed product(s) might slip through the system and in to the hands of any user or client. User(s)/client(s) is/are responsible for checking that if the product they are using is defective, and take necessary steps to fix the defect whether by themselves or by using support from Arbiter Electrotech, before using them in any application. In case of any and all damage including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, caused by using any defective Arbiter Electrotech product(s), neither Arbiter Electrotech nor any of its partners, subsidiaries, suppliers, manufactures or any other client(s) can be hold responsible.

\*\*\* \*\* *END OF LEGAL AND TERMS & CONDITIONS* \*\*\* \*\*

**Document Authorized By**

**Hasib Rahman**

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*2. Apr. 2022*