

TERMS OF USE



PO BOX 121 FLORENCE, CO 81226
(719) 877-5139
admin@socoindustrial.com

These Terms of Use were last updated on November 8, 2023.

Please read these Terms of Use carefully before using the document server hosted at <https://docs.socoindustrial.com> by SOCO INDUSTRIAL CORPORATION.

Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

For the purposes of these Terms and Conditions:

- **“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of fifty percent (50%) or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **“Account”** means a unique account created for You to access our Service or parts of our Service.
- **“Company”** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to SOCO INDUSTRIAL CORPORATION.
- **“Confidential Information”** means confidential and/or proprietary information which is disclosed to You or which You otherwise learn of during the course of or as the direct or indirect result of your access to the Website. Confidential Information is information not generally known to the public or to others who could obtain economic value from their disclosure or use of the Information. All information related to the Company which You gain during Your access to the Website should be deemed confidential, unless clearly identified to be non-confidential.
 - Confidential Information includes all proprietary technical, financial, customer, business or other information owned by or licensed to the Company or any of its clients, customers, or vendors, including by way of illustration, but not limitation, customer lists, pricing data, supply sources, production techniques, computerized data, maps, production methods, product design information, written material, drawings, photographs, layouts, computer programs, software, firmware, inventions, discovery, improvement, development, tools, machines, designs, works of authorship, logos, promotional ideas, concepts, formulae, market information, trade secrets, information related to current or proposed research and development, organization charts, advertising materials, financial records and reports of the Company or any enterprise affiliated with the Company, inventions, patents, inventions that are patentable and works subject to copyright protection, copyrighted materials, and performance standards.
 - Confidential Information includes all information that should reasonably be understood by You because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be Confidential Information, regardless of whether such information is marked “Confidential.” All information gained during Your use of the Website should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

- Confidential Information includes, without limitation, Information which is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of the Company or otherwise, (d) with the Company's materials, tools, instruments, (e) reside on the Company Website, or (f) on the Company's premises or otherwise.
- Confidential Information includes all confidential and proprietary material that You may design, author, create, distribute or produce uploaded to the Website.
- **"Country"** refers to the United States of America.
- **"Content"** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **"Device"** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **"Service"** refers to the Website.
- **"Terms of Use"** (also referred as **"Terms"**) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions Agreement was generated by TermsFeed Terms and Conditions Generator.
- **"Third-party Social Media Service"** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **"Website"** refers to the Company document server, accessible from <https://docs.socoindustrial.com>.
- **"You"** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

By accessing the Website you agree to these Terms. These are the Terms of Use governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Confidentiality

You will have access to and gain knowledge of confidential and proprietary information belonging to the Company. The term "Confidential Information" is defined above, but in general, it refers to any information related to the Company which is not known to the general public. All information on the Company Website is to be considered confidential unless explicitly marked as non-confidential.

As an express condition precedent to Your use of the Website, You are agree to comply with these Terms. Therefore, intending to be legally bound, You agree to the following:

1. You agree to promptly return all Confidential Information to the Company upon the discovery that the information is no longer secured on the Website. You agree to never download, copy, reproduce, distribute, or otherwise disclose in part or in whole any information You access on the Website.
2. You agree to comply with all reasonable rules established from time to time by the Company for the protection of Confidential Information.
3. You agree to promptly and fully disclose to the Company any Confidential Information that You design, create, or develop related to the Company's general course of business including, without limitation, any Information which is patentable or subject to copyright protection or which may be protected as a trade secret.
4. You agree to disclose to the Company any patent or copyright applications or steps taken to protect intellectual property protection which You may file during the one year period following the termination of your involvement with the Company. Any such applications filed within one year following your last day of involvement are presumptively Confidential Information of the Company.
5. You are permitted by federal law to disclose Confidential Information *if You do so in complete confidence*, either directly or indirectly, to *a federal, state, or local government official or to an attorney*. Such disclosure is permitted, however, solely (i) for the purpose of reporting or investigating a suspected violation of applicable law; or (ii) in the context of a complaint or other document *filed under seal* in a lawsuit or other proceeding.
6. All right, title and interest in and to all Confidential Information is vested exclusively in the Company, including, without limitation, Confidential Information or work product which You may author, create or develop.
7. You acknowledge and agree that all work product which You may conceive, invent, devise, discover or generate during the term of your involvement, which is subject to either common law or statutory copyright protection, shall be deemed "work for hire" and title to the work product shall be vested in the Company, as provided in the federal Copyright Act, 17 U.S.C. §§ 101 and 201(b).
8. You agree to assign, transfer, and convey and You do hereby assign, transfer, and convey to the Company or its designee, all of your right, title and interest in and to any and all concepts, ideas, inventions, processes, improvements, copyrightable works, patentable goods or inventions, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that You may make, conceive, or reduce to practice, whether by yourself or in cooperation with others. Provided, however, that this obligation to assign things You develop to the Company shall not apply to any work product (i) in which no Company equipment, supplies, facilities or trade secret information was used; (ii) which was developed entirely on your own time; (iii) which is not derived from work You have performed for the Company and (iv) which does not relate to the Company's business or to the Company's actual or anticipated research or development.
9. You irrevocably appoint the Company to act as your agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Confidential Information assigned by You to the Company under this Agreement in the event You refuse to perform those acts, or that You are unavailable, as defined by applicable law. You acknowledge that the grant of the foregoing power of attorney is coupled with an interest and shall survive your death or disability.
10. Upon request and without compensation other than as herein provided but at no expense to You, You will execute any documents and take any action the Company may deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting the Company in obtaining and/or maintaining patents, copyrights or similar rights to any Confidential Information or other intellectual property assigned to the Company.
11. You further agree that your obligations described in the preceding Paragraph 13 will continue beyond the termination of your involvement with the Company, regardless of whether your termination is voluntary or involuntary. However, if You are asked to provide such assistance after termination of involvement, You will be entitled to fair and reasonable compensation in addition to reimbursement of any expenses incurred at the request of the Company.

12. You hereby acknowledge (1) the unique nature of the Confidential Information which is the subject of this Agreement; (2) that Confidential Information constitutes trade secrets of the Company; that the Company will suffer irreparable harm if You breach your obligations under this Agreement; and (3) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if You breach any of such provisions, then the Company shall be entitled to injunctive relief under the federal Defend Trade Secrets Act of 2016 in addition to any other remedies at law or equity, to enforce such provisions.
13. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

Content

Our Service allows You to upload Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third party using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.

- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.
- Pornography of any kind.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with the Terms of Use, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

Copyright Policy

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our administrator via mail PO Box 121 Florence, CO 81226 and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our administrator with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our administrator via mail at PO Box 121 Florence, CO 81226. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms of Use and Your use of the Service. Your use of the Website may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Severability and Waiver

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least a 30-day notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: <https://socoindustrial.com>
- By sending us an email: admin@socoindustrial.com