

MyNOV Portal Terms of Use

Access to the MyNOV Portal (“Portal”) (<https://portal.mynov.com>) or any related portals is subject to these Terms of Use (“TOU”). National Oilwell Varco (“NOV”) reserves the right to change these TOU from time to time at its sole discretion.

Acceptable Use. As a condition of Customer’s or Vendor’s (hereinafter collectively referred to as “User”) use of the Portal, User may not:

- Use the Portal in violation of applicable law;
- Use the Portal in a way that could harm the Portal or impair anyone else’s use of the Portal;
- Misrepresent User’s identity; or
- Remove, modify or tamper with any notice or link that is incorporated into the Portal.

If NOV believes that unauthorized or improper use is being made of the Portal, it may, without notice and in its sole discretion, take such action as it deems appropriate. Violation can lead to termination of User’s account.

Documents Available From the Portal. If there are documents available from the Portal, permission to use such documents, such as white papers, data sheets, drawings, etc. (collectively “Documents”), that are made available on the Portal is granted, provided that (1) the copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of the Documents is for User’s informational and non-commercial or personal use only and will not be copied or posted externally on any network computer or broadcast in any media or otherwise disclosed to others, and (3) no modifications of the Documents are made. Use for any other purpose is expressly prohibited by law, and may result in civil or criminal penalties. Documents specified above do not include the design or layout of the Portal. Elements of the Portal are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Portal may be copied or retransmitted unless expressly permitted by NOV. NOV AND ITS AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS FOR ANY PURPOSE. THE DOCUMENTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. NOV AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Registration Information, Privacy, and Personalization. User understands that registration may be required in order to obtain access to certain portions of the Portal and NOV may ask that User’s personnel provide certain identifying information including the individual’s full name, customer/vendor name, current phone number, an e-mail address as a user ID, and/or a password (“Registration”).

User agrees that its personnel will provide true, accurate, current and complete information about them, and will not impersonate any person or entity, or make misrepresentations of any kind. NOV agrees to treat Registration information with care, in accordance with NOV's privacy policy as outlined in these TOU.

User is entirely responsible for maintaining the confidentiality of its account. Furthermore, User is entirely responsible for any and all activities that occur under its account. User agrees to notify NOV immediately of any unauthorized use of its account or any other breach of security. NOV will not be liable for any loss that User may incur as a result of someone else using its password or account, either with or without its knowledge. However, User could be held liable for losses incurred by NOV or another party due to someone else using its account or password. User may not use someone else's account at any time.

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Privacy Policy. Registration information is used for the login validation. Automated tools may log information about each of User's visits to the Portal and this information may be processed in the aggregate to determine site performance issues, such as popular pages, most frequently downloaded documents and other site-performance characteristics and internal purposes.

Conduct Guidelines. User is prohibited from violating or attempting to violate the security of this Portal, including without limitation:

- Accessing data not intended for it or logging into a server or account which it is not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; and
- Attempting to interfere with service to any user, host or network, by any means.

Violations of these security rules may result in civil and/or criminal liability. NOV and its affiliates have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

User agrees not to engage in any activity on the Portal which is in breach of another party's intellectual property rights.

User agrees not to collect or store personal data about other users.

Monitoring by NOV. NOV may monitor and track User activity (such as page visits, downloads, etc.) in order to (i) improve the Portal by enhancing and adding to popular elements and archiving unused material; and (ii) advise User how it is using the resources.

Warranties and Disclaimers. User assumes the entire risk of use of the Portal. The information provided through the Portal is provided “as is,” “as available” and without warranty. NOV assumes no responsibility for the accuracy, completeness or timeliness of the information, text, graphics, links or other items contained on the Portal, and for any errors or omissions therein or any misuse or misinterpretation therefrom.

NOV may change or update information contained on the Portal at any time but makes no commitment to do so. NOV does not provide any guarantee against the possibility of deletion, mis-delivery, or failure to store personalized settings, or any other data, which may be stored and backed-up by User.

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Any material downloaded or otherwise obtained through the use of the Portal is done so at the User’s own discretion and risk and User is solely responsible for any damage to its computers or other electronic systems or loss of data that results from the download of any such material.

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Limitation of Liability and Indemnification. User agrees to indemnify and hold harmless NOV and its affiliates (including their respective employees, directors, officers and/or agents) from any loss, cost or expense, including reasonable attorney’s fees, resulting from any claim or demand made by any person arising out of User’s violations of these TOU, any laws or regulations, or any other person’s rights, including but not limited to infringement of any copyright, proprietary right, or privacy right.

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Under no circumstances, even if advised of the possibility and including but not limited to negligent acts, will NOV or its affiliates, as well as their respective employees, directors, officers and/or agents, be liable to User or any third party for:

- (i) Any damages of any kind that resulted from use of, or the inability to use, the Portal, or by reliance on any information provided by NOV via the Portal; and
- (ii) Any loss of profits, goodwill, use, data or other intangible losses, or any direct, indirect, special, consequential, incidental, or punitive damages whatsoever including any resulting from:
 - a. The timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalized settings;
 - b. The cost of substitute goods or services;
 - c. Unauthorized access to or alteration of User transmissions or data; and
 - d. Statements or conduct of anyone on the Portal.

Governing Law and Jurisdiction. This Portal is controlled by NOV from its offices in Houston, Texas. The validity, interpretation, and enforcement of these TOU will be governed by and construed in accordance with the laws of the United States and of the State of Texas, without regard to the conflicts of laws principles. All disputes arising out of or relating to the TOU will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Houston, Texas, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

General. If one or more provisions contained in these TOU is held invalid or unenforceable in any respect by and court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions. NOV's failure to enforce any right or provision of these TOU will not constitute a waiver of such right or provision. The section heading of these TOU are for convenience only and have no legal or contractual effect.