

## Terms of Use Agreement

Last Updated: December, 2022

Effective Date: 20<sup>th</sup> December, 2022

**PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.**

These Terms of Use (the “**Terms of Use**” or the “**Agreement**”) apply to your use of the websites and other online or mobile services, properties, software, mobile apps or applications that link to this Agreement (each a “**Site**,” and collectively “**Sites**”) and are provided by the company that makes this website available for users (collectively, “**Company**,” “**we**,” “**us**,” or “**our**”).

**THIS AGREEMENT CONTAINS A [BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.](#)**

**YOUR CONTINUED USE OF THIS SITE IS SUBJECT TO YOUR CONTINUED COMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THIS SITE.**

**CONTINUED ACCESS AND USE OF ANY SITE AFTER CHANGES HAVE BEEN MADE TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE REVISED AGREEMENT THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU SHALL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS TO IT.**

We are committed to making Sites accessible for all users, and will continue to take steps necessary to ensure compliance with applicable laws. If you have difficulty accessing any content, feature or functionality of a Site, please [contact us](#).

### **What’s Contained in This Agreement**

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## **Highlights of the Agreement**

This Agreement is a legal agreement exclusively between you and us governing your use of our Sites. By continuing to use our Sites, you agree that such use is legally sufficient consideration under this Agreement.

This “Highlights” section is intended to provide you with a basic overview of the contents of this Agreement. However, please read this entire Agreement for a complete understanding of the terms you are agreeing to. The meaning of capitalized words can be found in the full Agreement. If there is a conflict between the terms of this Highlights section and the terms of the full Agreement, the terms of the full Agreement control.

### **(a) Shopping on Our Sites**

- Refunds, returns, exchanges and repairs have conditions that you should understand before purchasing.
- Shipping prices vary, and correct shipping depends on you providing accurate information.

[Read more about our eCommerce policies.](#)

### **(b) Our Rights**

- All the Content on our Sites is protected by intellectual property rights—you may only make limited use of the Content you find on a Site, as described below.
- We may block you from accessing our Sites, block or delete your User Content, or terminate your Account for any reason.
- We are not liable for third-party content hosted on our Sites, external websites linked to or from our Sites, or errors regarding product information, availability or promotional offers.

[Read more about our rights and control of our Sites and Content.](#)

### **(c) Your Use of Our Sites**

- Unless otherwise indicated, you only may use our Sites and our Content for your personal use as an individual.
- While on our Sites, you may not violate any laws, infringe any rights, threaten, harass or impersonate others, or take other actions that harm us or other people or parties.
- You must not attempt to bypass security protections on our Sites, introduce viruses or other harmful code, or use our Sites to attack other websites or services.

- If you register for an Account on a Site, you should keep your password confidential and not allow other people to use your Account.

[Read more about what you can and cannot do on our Sites.](#)

**(d) Your Content**

- If you send us or post or upload User Content to our Sites, we may use that User Content for any purpose, including commercial uses, product development and advertising.
- If you post your name, personal information or other User Content to public areas of our Sites, that information might be seen and used by any visitors to our Sites.
- You should not send us or post User Content that 1) you want to keep confidential or 2) you do not have the rights to post.

[Read more about the Content you transmit to us or through our Sites.](#)

**(e) Special Terms for Users in Certain Jurisdictions**

- There are special terms and limitations for users of our site who are located in certain jurisdictions within the U.S. and Internationally.

[Read the International Terms](#)

**(g) Important Things to Know**

- By using a Site, you consent to the terms of this Agreement. We may update this Agreement from time to time, and we will use reasonable efforts to provide you with notice of these updates if they are material.
- **THIS AGREEMENT CONTAINS LIMITATIONS ON OUR LIABILITY TO YOU, IMPORTANT DISCLAIMERS OF WARRANTIES, AND INDEMNIFICATION OBLIGATIONS BY YOU.**
- **THIS AGREEMENT GOVERNS HOW DISPUTES WITH US WILL BE HANDLED, INCLUDING USING BINDING ARBITRATION WITH A CLASS ACTION WAIVER.**
- Your use of a Site may be governed by other terms and conditions applicable to certain features or promotions. You should also read our [Privacy Policy](#).
- This Agreement contains information about how you can [contact us](#) regarding complaints, questions or copyright infringement claims.

Read the complete Agreement below

## **COMPLETE AGREEMENT**

### **ECOMMERCE**

Some of our Sites may allow you to directly purchase our products (“**eCommerce Sites**”). Although we have a variety of Sites that sell different types of products and services, the provisions of this Agreement apply to all of them.

#### **Orders**

We may make improvements and/or changes in products or services described on the eCommerce Sites, add new features, or terminate an eCommerce Site at any time without notice. We also: (a) reserve the right to change the goods and services advertised or offered for sale through an eCommerce Site, the prices or specifications of such goods and services, and any promotional offers at any time without any notice or liability to you or any other person; (b) cannot guarantee that goods or services advertised or offered for sale on an eCommerce Site will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale; (d) do not warrant that information on an eCommerce Site (including, without limitation, product descriptions, colors or photographs) is accurate, complete, reliable, current or error-free; and (e) reserve the right to modify, cancel, terminate or not process orders (including accepted orders) where the price or other material information on an eCommerce Site is inaccurate, where we have insufficient quantities to fulfill an order or for any other reason in our sole discretion. If we do not process an order for such reason, we will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

*Taxes:* If we are legally required to collect sales tax on merchandise you order, the tax amount will be added automatically to your purchase price. On rare occasions an error in our tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase you may [contact us](#) for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

*Payment Processing:* We may use a third-party payment processor to process your payment information, including your payment card data. Be aware that you may be subject to the third-party processor’s terms and your information may be subject to their privacy practices.

#### **Returns, Exchanges and Repairs**

Some eCommerce Sites and brands may offer returns, exchanges and repairs for products and services you obtain through the eCommerce Site. Returns, exchanges and repairs will not be issued for products or services that have not been purchased directly through an eCommerce Site. You can generally locate specific information about returns, exchanges and repairs by reviewing the policies in the footers of each Site (collectively, the “Return Policies”). All Return Policies are incorporated into this Agreement by reference. By using a Site or otherwise agreeing to this Agreement, you agree to be bound by all Return Policies.

We reserve the right to deny a return, exchange or repair request if we determine that our Return Policies are being abused. We may use any means available to us, including coordination with

other companies, to determine if you are abusing our Return Policies. This decision is made in our sole discretion and determination. Please note that we are unable to issue any refunds for products and services unless specifically indicated on a Site or in a Return Policy.

### **Promo Codes and Discounts**

Certain Sites create or advertise promo codes, discounts, coupon codes and offers that provide a benefit to you when entered upon checkout. These cannot be applied to prior or completed transactions, they must be provided at the time of purchase. Generally, promo codes and discounts cannot be combined with other offers. Only consumers can use promo codes, they cannot be used by resellers, wholesalers, practitioners, or the like.

### **Rebates**

**Some Sites and brands may offer rebates on certain products. Rebates require you to provide us or the manufacturer with certain information after your purchase in order to receive money back. The specific information required for rebates vary based on the offer.** All details about specific rebate offers and programs can be obtained by reading the complete terms of the rebate offer. Additional information and rebate forms can be obtained by contacting participating dealers.

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## **OUR INTELLECTUAL PROPERTY RIGHTS**

All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs and other content appearing in or on the Sites (the “**Content**”) are protected intellectual property of, or used with permission or under license by, our Company. Such Content may be protected by copyright, trademark, patent or other proprietary rights and laws. This includes the entire Content of each Site, copyrighted and protected as a collective work. All intellectual property rights associated with the Sites, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title or interest in any Content by accessing or using the Sites. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on a Site is strictly prohibited.

Subject to your compliance with this Agreement, we grant you a limited license to access and use the Sites and their Content for personal, informational, and shopping purposes. No Content from the Sites may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be permitted to access the Sites. To use Content under such an exception, you must (1) keep any copyright, trademark or other proprietary notices intact, (2) use such Content pursuant to any licenses associated with such Content, (3) not copy or post such Content on any networked computer or broadcast it in any media, (4) make no modifications to any such Content, and (5) make no additional representations or warranties relating to such Content. Except as otherwise expressly

authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of a Site or the Content.

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## **YOUR AUTHORIZED USE OF OUR SITES**

While using a Site, you are required to comply with all applicable statutes, orders, regulations, rules and other laws. You may not use a Site for any fraudulent or unlawful purpose, and you may not take any action to interfere with a Site or any other party's use of a Site. In addition, we expect users of the Sites to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through a Site any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;
- Post to or transmit through the Sites any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to a Site;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with a Site, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of a Site;
- Disseminate on a Site any viruses, worms, spyware, adware or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Sites;
- Build a competitive product or service using the Sites, build a product or service using similar ideas, features, functions or graphics as the Sites or determine whether the Sites are within the scope of any patent;

- Interfere in any manner with the operation or hosting of the Sites or monitor the availability, performance or functionality of the Sites;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on a Site or to collect any information from a Site or any other user of a Site; or
- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Sites.

*Linking:* You are granted a limited, non-exclusive right to create text hyperlinks to the Sites for informational purposes, provided such links do not portray us in a false, misleading, derogatory or otherwise defamatory manner and provided that the linking Site does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising. Additionally, notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in a Site's root directory, we grant to the operators of public search engines permission to use spiders to copy Content from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such Content, but not caches or archives of such Content. We may revoke these permissions at any time.

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## **DOWNLOADS**

Sites may allow you to download certain Content, applications, software and other information or materials. The Company makes no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with the Company or a third party, for example an agreement with a mobile application store.

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## **MOBILE APPLICATIONS**

Some of our Sites may be mobile or other applications that you can download to your phone, tablet or other device ("Mobile App") via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the service provider ("App Store Provider"). **WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD PARTY SERVICE.**

You acknowledge that this Agreement and your use of a Mobile App is between you and us only, and not with any App Store Provider or its affiliates or subsidiaries. As between us and an App Store Provider, we are solely responsible for the Mobile App and its Content. If anything in this



Agreement conflicts with any usage rules for the Mobile App from an App Store Provider, such terms from the App Store Provider control (only so far as those terms conflict with this Agreement, and then exclusively for your use of the Mobile App). All rights you have to use the Mobile App are for use only on appropriate products (which may require branding from the App Store Provider or other entities) and are non-transferable, except that the Mobile App may be accessed and used by other accounts associated with the you via features like Apple’s Family Sharing (or similar features from other App Store Providers) or volume purchasing. We are solely responsible for providing any maintenance and support services for the Mobile App, as specified in this Agreement or as required under applicable law. No App Store Provider has any obligation whatsoever to furnish any maintenance and support services for the Mobile App, nor any warranties for the same.

**WE DISCLAIM ALL WARRANTIES RELATED TO ANY MOBILE APP.** However, in the event that the Mobile App fails to conform to any applicable warranty that we cannot disclaim according to applicable law, you may have the right to notify the App Store Provider, and the App Store Provider may refund the purchase price for the Mobile App. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO APP STORE PROVIDER WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY IS OUR RESPONSIBILITY.**

We, not the App Store Provider, are responsible for addressing any claims relating to the Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation, (iv) claims that the Mobile App infringes a third party’s intellectual property rights as well as the investigation, defense, settlement and discharge of any such intellectual property infringement claim. By using the Mobile App, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the App Store Provider, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement and your use of the Mobile App, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

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## **CONTENT SUBMITTED BY YOU**

You are responsible for any information, text, reviews, posts, images, videos or other materials or content that you post on a Site, upload to us, or transmit through our Sites (“**User Content**”). You agree, represent and warrant that any User Content you post on a Site or transmit through our Sites is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such User Content. You shall not upload, post or otherwise make available on or through a Site any User Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely

liable for any damages resulting from any infringement of copyright, trademark, proprietary rights or any other harm resulting from such User Content.

PLEASE DO NOT POST OR SEND US ANY USER CONTENT, IDEAS, SUGGESTIONS OR OTHER USER CONTENT THAT YOU WISH TO KEEP PRIVATE OR PROPRIETARY OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION. By sending any ideas, concepts, know-how, proposals, techniques, suggestions or other User Content to us, you agree that: (i) we are free to use such User Content for any purpose, (ii) such User Content will be deemed not to be confidential or proprietary (iii) we may have something similar already under consideration or in development, and (iv) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances unless otherwise expressly agreed in writing by us. Be aware that we have no obligation to keep User Content confidential unless explicitly stated.

*User Content License:* By submitting User Content to us directly or indirectly (including through any use of third party social media platforms directed at us), you grant to us (or warrant that the owner of such information and material has expressly granted to us) a royalty-free, perpetual, sublicensable, irrevocable, and unrestricted right and license: (a) to use, reproduce, display, modify, adapt, publish, perform, translate, transmit and distribute or otherwise make available to others such User Content (in whole or in part and for any purpose) worldwide; (b) to incorporate such User Content in other works in any form, media, product, service or technology now known or hereafter developed for any purpose, including sale, manufacture or advertising (and to exercise all intellectual property rights associated with such products or other works); and (c) to use your name, screen name, location, photograph, avatar, image, voice, likeness and biographical information provided in connection with the User Content in any and all media and for advertising or promotional purposes. Additionally, you irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of your User Content that you may have under any applicable law or legal theory. Notwithstanding the foregoing, please note that any personally identifiable information you submit to us through our “contact us” forms, product order pages, job application portals or other forms that are intended to be confidential will be handled in accordance with our [Privacy Policy](#) and will not be publicly disclosed, except as described in our [Privacy Policy](#) or otherwise approved by you.

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## INTERACTIVE FEATURES

### Interactive Chat

Some of our Sites may have chat, live support, instant messaging, or similar functionality to serve you better (“Chats”). You should review our [Privacy Policy](#) to learn how we treat information that could identify you gathered via a Chat. If you are signed into an Account while using a Chat, the Chat may link the Account information with you or the Chat interaction. You may not impersonate or attempt to gain information regarding another individual via a Chat. Information provided via a Chat may be inaccurate, and Chats may not always be available or error-free. You should refer to the applicable Chat and its hyperlinks to learn more.

A Site may provide features that enable you to get support for certain products including a chat feature, a support email address, or a telephone hotline. Information collected via these support methods is subject to our [Privacy Policy](#). Be aware that communications may be monitored for quality assurance and other purposes. All information you provide to us for purposes of support is considered User Content.

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### **Text Message Marketing**

**BY PARTICIPATING IN A TEXT MESSAGE CAMPAIGN YOU ARE AGREEING TO THE [DISPUTES, ARBITRATION AND CLASS ACTION WAIVER](#) OF THIS AGREEMENT AS WELL AS THE REST OF THE TERMS HEREIN, INCLUDING THE [LIMITATION OF LIABILITY](#).**

You may be able to sign up to a text message marketing campaign from a Site or through another method provided by us. You can opt out of any text message marketing program by replying STOP to the text message. You can reply HELP on many text message marketing programs to receive more information, including a customer contact number. Message and data rates may apply to any text message marketing program, and consent to a program is not required for any purchase. Text message marketing programs may send automated reoccurring texts. Neither the Company nor mobile carriers are liable for delayed or undelivered messages. You must notify us if you give up a telephone number that is subscribed to a text message marketing program or if the number is otherwise reassigned. To do so, or find out more information on our text message marketing programs. Our [Privacy Policy](#) applies to text message marketing programs.

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### **Accounts**

Some of our Sites allow you to register for accounts specific to you for ordering, and other purposes (“**Account**”).

In general, you are not obligated to register for an Account in order to access the Sites. However, certain sections and features of some of the Sites are available only to users who have registered for an Account (“**Registered Users**”). We may reject, and you may not use, a user ID (or email address) for any reason in our sole discretion. For example, we may reject a user ID (or email address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; or that is offensive. You may only have one active Registered User Account on each Site at any given time and you may not allow other people to use your Account to access a Site.

If you are a Registered User, we expect you to accurately maintain and update any information about yourself that you have provided to us. You agree that you are responsible for all activities

that occur under your Account, and for maintaining the confidentiality of your password and restricting access to your computer so others may not access a Site in violation of this Agreement. In addition, you agree to sign out from your Account at the end of each session if you are using a device that is shared with other people.

You agree to notify us of any unauthorized use of your Registered User username, log-in ID, password or any other breach of security that you become aware of involving or relating to a Site by [contacting us](#) as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of our Sites and your Account, including, without limitation, terminating your Account, changing your password or requesting information to authorize transactions on your Account. **WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.**

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### **Descriptions, Reviews, Testimonials, Opinions**

Descriptions and graphic representations of products on Sites are for informational purposes only and may not completely reflect the current product or its packaging. We reserve the right to change product descriptions at any time, and we are not responsible for variations between a product description and the actual product. Technological issues, such as your device settings, may alter how a product appears on a Site. Some Sites may contain blogs with information about how to use a product. Some of these statements are not written by us and do not represent our opinion. Other statements may be written by us, but are not a representation or warranty about a product and should not be relied upon as such.

Sites may allow you to leave product reviews, opinions or testimonials, all of which is User Content. If you leave a review on another Site, we may (but are not required to) reach out with a separate agreement to further define our rights in the User Content.

Sites may contain expert opinions. Information on Sites identified as expert opinion, or accessed from this Site by hyperlink, represents the opinions of these respective experts, which are not necessarily those of the Company.

Sites may present you with information on events, charitable causes, and the like. This is presented for informational purposes only and should not be considered our endorsement of same.

**WE HEREBY DISCLAIM ANY REPRESENTATION OR WARRANTY CONTAINED IN ANY REVIEW TESTIMONIAL, BLOG, DESCRIPTION OR OPINION POSTED ON ANY SITE TO THE MAXIMUM EXTENT ALLOWED BY LAW.**

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## **Third-Party Content and Links**

Any information, statements, opinions or other information provided by third parties and made available on our Sites are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement or other third party Content on our Sites.

We may provide on the Sites, solely as a convenience to users, links to websites, social media pages, mobile applications or other services operated by other entities. If you click these links, you will leave our Sites. If you decide to visit any external link, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked Sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links; or that any linked Site is authorized to use any of our trademarks, logos or copyright symbols.

We may maintain a presence on and link to social media websites, including Facebook, LinkedIn, Google Plus, Twitter, YouTube, TikTok, Pinterest and Instagram, and others (collectively, “**Social Media Pages**”), to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on our Site, but rather a website operated by a third party. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

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## **Copyright Infringement Notices**

It is our policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (“**DMCA**”). This section describes the information that should be present in these notices and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used

by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances.

If you believe that any Content on a Site infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the “**Designated Agent**”), identified below, with the following information:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;
2. The URL or other specific location on the Site that contains the alleged infringing material described in (1) above, with reasonably sufficient information to enable us to locate the alleged infringing material;
3. Your name, mailing address, telephone number and email address;
4. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf;
5. 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; and
6. A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner’s behalf

Designated Agent: Greenberg Traurig, LLP

Email: DMCAAgent@gtlaw.com

Address: 1144 15th Street, Suite 3300 | Denver, Colorado 80202

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys’ fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
2. Your name, mailing address, telephone number and email address;
3. The following statement: “I consent to the jurisdiction of [insert one of the following: (1) “the Federal District Court in which my mailing address is located”, or (2) if you reside outside of the United States, “the United States District Court for the Southern District of New York”];”;
4. The following statement: “I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent;”

5. The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;” and
6. Your signature, in physical or electronic form.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice, unless Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Site.

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### **Updates to this Agreement**

We may revise or otherwise change or update this Agreement from time to time. We will use reasonable efforts to notify you of such changes. However, please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review this Agreement—there may have been changes to our policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of our Sites. Your continued use of a Site will signify your continued agreement to this Agreement as revised. We will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Site, an email to the address we have on file, or a message in your Account.

We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

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### **Other Policies**

This Agreement applies exclusively to your access to, and use of, the Sites and does not alter in any way the terms or conditions of any other agreement you may have with us for products, services, programs or otherwise. Additional policies and terms may apply to use of specific portions of a Site and to the purchase of certain merchandise or services and are included as part of this Agreement whether they reference this Agreement or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Policies for retailers and distributors



- Rebate Rules
- Privacy policies
- Employment agreements

Other policies and agreements are typically found by navigating the Site, typically by checking Site headers and footers and by reviewing hyperlinked terms at the point of sale.

Any coupons, rebates or other promotions made available through a Site may be governed by specific rules that are separate from this Agreement. By participating in any such promotion, you will become subject to those rules, which may vary from the terms set forth herein and which, in addition to describing such promotion, may have eligibility requirements, such as certain age or geographic restrictions. It is your responsibility to read the applicable rules to determine whether your participation, registration, submission and/or entry are valid; you agree to read and abide by the applicable rules.

We have also adopted a [Privacy Policy](#) that you should refer to in order to fully understand how we use and collect information. To learn about our privacy practices, please refer to our [Privacy Policy](#).

Should we employ you, none of the materials provided on a Site constitute or should be considered part of an employment contract or an offer for employment.

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## **IMPORTANT LEGAL TERMS**

### **Termination**

The Sites and this Agreement are in effect until terminated by you or us. We may terminate this Agreement by notifying you using any contact information we have about you or by posting such termination on a Site, including in your Account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any Account information or other Site credentials, to us using the information in the [Contact Us](#) section. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit, or terminate all or a portion of your access to a Site or any of its features at any time with or without notice and with or without cause, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

The provisions of this Agreement concerning protection of intellectual property rights, authorized use, user submitted content, disclaimers, limitations of liability, indemnity and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Sites and all copies thereof; (ii) you will immediately cease all use of and access to the Sites; (iii) we may delete or



disable access to any of your User Content at any time; (iv) and we may delete your Registered User Account at any time. You agree that if your use of a Site is terminated pursuant to this Agreement, you will not attempt to use that Site under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of a Site after termination will be a violation of this Section, which survives any termination.

Even after the termination of this Agreement or of your Account or access to a Site, any User Content you have posted or submitted may remain on a Site indefinitely.

### **Children**

Our Sites are not designed to appeal to minors, and we do not knowingly attempt to solicit or receive any information from children under thirteen (13) years of age. **YOU MUST BE AT LEAST THIRTEEN (13) YEARS OF AGE TO ACCESS AND USE OUR SITES.** If you are under the age of majority in your home state, which is eighteen (18) years in most states, you may not establish a registered Account with us, and you should use our Sites only with the supervision of a parent or guardian who agrees to be bound by this Agreement. Additionally, certain Sites or sections of our Sites, as well as promotions, programs and commerce we may offer on a Site, may be explicitly limited to people over the age of majority. If you are not old enough to access our Sites or certain sections or features of our Sites, you should not attempt to do so.

### **Disclaimer of Warranty**

**WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY OR RELIABILITY OF THE CONTENT AVAILABLE ON A SITE OR ANY OTHER SITES LINKED TO OR FROM A SITE. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH A SITE IS DONE AT YOUR OWN RISK. THE CONTENT OF A SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

### **Limitation of Liability**

**WE AND OUR AFFILIATES, SUBSIDIARIES, DIVISIONS AND RELATED COMPANIES AS WELL AS OUR AGENTS, SUPPLIERS, SERVICE PROVIDERS AND RETAILERS (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR THE INABILITY TO USE A SITE, A SITE'S CONTENT OR EXTERNAL LINKS, INCLUDING, BUT NOT LIMITED TO, DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, OR ANY COMPUTER VIRUS OR FAILURE.**

**RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY**

**LOSS OF DATA OR PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELEASEES ALSO SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY US FROM YOU OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.**

### **Indemnity**

You agree to indemnify, defend and hold us and the Releasees and all of our directors, officers, employees, agents, shareholders, successors, assigns and contractors harmless from and against any and all claims, damages, suits, actions, liabilities, judgments, losses, costs (including, without limitation, reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of this Agreement; (ii) your activities in connection with a Site; or (iii) the Content or other information you provide to us through a Site. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### **Consent to Communication**

When you use a Site or send communications to us through a Site, you are communicating with us electronically. You consent to receive electronically any communications related to your use of a Site. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting User Content, creating a Registered User Account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our [Privacy Policy](#).

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be replaced in interpretation by a valid and enforceable term that most closely aligns with the intent of the original provision. If that is not possible, the provision shall be removed, and the rest of the Agreement will be enforceable.

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## **Disputes, Arbitration and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Except as may be otherwise described herein, any dispute, claim or controversy arising out of or relating to this Agreement, other agreements on the Site, or the [Privacy Policy](#), or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in Pear River, New York before one arbitrator or submitted to small claims court in Rockland County, New York. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having appropriate jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2. Reasonable discovery will be allowed during arbitration in accordance with these rules. The JAMS Rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267 (within the USA)

**No Class Actions:** EXCEPT FOR COORDINATED CLAIMS (AS DEFINED BELOW), YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND WE ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, except for Coordinated Claims (defined below), unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your or our claims respectively, and may not otherwise preside over any form of a representative or class proceeding.

If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, and shall be severed from the remainder of this Agreement.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

*Seeking Arbitration:* If you believe you have a dispute with us, prior to initiating arbitration or filing a claim in small claims court, you must first call our customer service representatives and present your claim or dispute to allow us the opportunity to resolve the claim or dispute. Similarly, if we believe we have a dispute with you, our customer service representatives will first contact you in an attempt to resolve the dispute. If the dispute cannot be resolved by customer service and either you or we intend to seek arbitration, the party wishing to initiate arbitration must send to the other party, a written notice of the claim (“**Notice**”). Your Notice to us must be delivered by certified mail and addressed to: 2908 Portland Drive Oakville Ontario L6H 5W8. If we initiate arbitration, we will send a written Notice to an email address or other contact information you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). If you and we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from [www.jamsadr.com](http://www.jamsadr.com). Except in the event of a Coordinated Claim (as defined below), if you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

*Hearing:* If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator’s decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

*Award:* In the event arbitration awards you damages of an amount at least US\$100 greater than our last documented settlement offer, we will pay your awarded damages or US\$2,500, whichever is greater.

*Coordinated Proceedings:* If twenty-five (25) or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals (“**Coordinated Claims**”), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and counsel for Company shall each select five (5) cases to proceed first in arbitration in a bellwether proceeding (“**Test Cases**”). The remaining cases shall not be filed in arbitration until the first ten (10) have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five (5) cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against Company. Individuals bringing Coordinated Claims shall be responsible for up to US\$250 of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings

specified in this Section are pending. We will take such action, if any, required to effectuate such tolling.

*Injunctive Relief:* Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

*Confidentiality:* The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

*Governing Law and Rules:* This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

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### **Special Terms for Users in Certain Jurisdictions**

The following terms apply to users who are residents of or are located in certain jurisdictions:

*New Jersey:* If you are a resident of New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Disclaimer of Warranty; (b) Limitation of Liability; (c) Indemnity; and (d) under the Disputes, Arbitration and Class Action Waiver section, the arbitration agreement, the class action waiver and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

California: Under California Civil Code Section 1789.3, California residents are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at [\(916\) 445-1254](tel:9164451254) or [\(800\) 952-5210](tel:8009525210).

International Users: Each claim or statement about the effectiveness of our products or comparing the effectiveness of our products is expressly limited to the United States, unless otherwise disclosed. The products referred to on Sites may only be available in the territory to which that Site is directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON ANY SITE, INCLUDING, WITHOUT LIMITATION, THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS IDENTIFIED ON THAT SITE, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE SITE IS DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT A SITE OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access a Site do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules and other laws. You are also subject to United States export controls and are responsible for any violations of such controls, including, without limitation, any United States embargoes or other federal rules and regulations restricting exports.

Despite the above, as a consumer you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND RESERVES THE RIGHT TO CONTEST THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit a Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. This Agreement, as well as all other documents related to it, including notices and correspondence, will be in the English language only.

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU, AND SUPERSEDE CONFLICTING TERMS IN THE AGREEMENT, IF YOU ARE A RESIDENT OF THE NAMED JURISDICTION OR TO THE EXTENT REQUIRED BY APPLICABLE LAW:**

Canada: L'acheteur confirme son intention expresse que cet accord, ainsi que tous les documents connexes, soient rédigés en langue anglaise uniquement, y compris tous les avis et la correspondance.

Quebec Customers: For Quebec customers (or customers from other Canadian provinces where applicable) we will, if required, send at least 30 days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force

of the amendment and the customer's right to refuse the amendment and rescind or, in the case of a contract involving sequential performance, cancel the contract without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in the customer's obligations or a reduction in our obligations.

*Dispute Resolution:* The arbitration requirements of this Agreement will not apply to you if any such provision is unenforceable under the laws of your Canadian province of residence.

*Cancellation Rights:* Residents of certain provinces may have the right to cancel the provisions of certain purchases as required by local law. We will honor such cancellation rights.

*Privacy and Consumer Complaints:* Under relevant consumer protection laws, you are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to [notices.toc@hunterdouglas.com](mailto:notices.toc@hunterdouglas.com). You may also contact us by writing to 2908 Portland Drive Oakville Ontario L6H 5W8.

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## **Contacting Us**

If you have questions about this Agreement, or if you have technical questions about the operation of a Site, please contact us by writing us at 2908 Portland Drive Oakville Ontario L6H 5W8 or contacting us at 1-800-341-3600. If you have any questions or comments about our Company or our products or have other customer service needs, please contact our customer service department.