

## POLIMASTER® WEBSITE TERMS OF USE

**ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE.**

**NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.**

### **1. Acceptance of Terms of Use**

POLIMASTER, INC., and its affiliates (collectively, “*Polimaster*”) operates this Website [www.polimaster.us](http://www.polimaster.us) and Polimaster domains included within this Internet website (“*Website*”), including all information, graphics, documents, text, products and all other elements of the Website and all products offered on this Website and services operated through the Website, and makes this Website available for your use subject to the terms and conditions set forth in this document (“*Terms of Use*”). By accessing and using this Website, using any Polimaster services, downloading and/or purchasing any products, you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Website and all such terms shall be deemed accepted by you (“*Agreement*”). If you do **NOT** agree to all these Terms of Use, you should **NOT** use this Website. If you do **NOT** agree to any additional specific terms which apply to particular Content (as defined below) or to particular transactions concluded through this Website, then you should **NOT** use the part of the Website which contains such Content or through which such transactions may be concluded and you should **NOT** use such Content or conclude such transactions. Also, when you use any current or future Polimaster services or visit Polimaster’s websites or purchase any products or services of Polimaster or any business affiliated within Polimaster, whether or not included in the Website, you will be subject to the guidelines and conditions applicable to such services or business.

These Terms of Use may be amended by Polimaster at any time. Such amended Terms of Use shall be effective upon posting on this Website. Please check the Terms of Use published on this Website regularly to ensure that you are aware of all terms governing your use of this Website. Also, specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through this Website (the “*Content*”) or transactions concluded through this Website. Such specific terms may be in addition to these Terms of Use or, where inconsistent with these Terms of Use, only to the extent the content or intent of such specific terms is inconsistent with these Terms of Use, such specific terms will supersede these Terms of Use.

Polimaster reserves the right to make changes or updates with respect to or in the Content of the Website or the format thereof at any time without notice. Polimaster reserves the right to terminate or restrict access to the Website or any portion thereof for any reason whatsoever at its sole discretion.

## **2. Warranties and Disclaimers**

Although care has been taken to ensure the accuracy of the information on this Website, Polimaster assumes no responsibility therefore. ALL CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE.” UNLESS OTHERWISE SPECIFICALLY PROVIDED ON THIS WEBSITE, POLIMASTER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS WEBSITE OR THE CONTENT. POLIMASTER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS WEBSITE. YOU ACKNOWLEDGE THAT ANY INFORMATION SENT MAY BE INTERCEPTED IN TRANSMISSION OR OTHERWISE. POLIMASTER DOES NOT WARRANT THAT THE WEBSITE OR THE SERVERS WHICH MAKE THIS WEBSITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY POLIMASTER ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS.

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THE WEBSITE MAY CONTAIN REFERENCES TO SPECIFIC POLIMASTER PRODUCTS AND SERVICES THAT MAY NOT BE (READILY) AVAILABLE IN A PARTICULAR COUNTRY. ANY SUCH REFERENCE DOES NOT IMPLY OR WARRANT THAT ANY SUCH PRODUCTS OR SERVICES SHALL BE AVAILABLE AT ANY TIME IN ANY PARTICULAR COUNTRY.

IN NO EVENT SHALL POLIMASTER OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS WEBSITE OR THE CONTENT, PRODUCTS, SERVICES, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THIS

WEBSITE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED, OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE DATA, ANY LOSS OF DATA, LOSS OR DAMAGE TO FILES, LOSS OR DAMAGE TO THE CONTENT, ANY SERVICES AVAILABLE THROUGH THE WEBSITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF POLIMASTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST POLIMASTER PERTAINING TO OR IN CONNECTION WITH THIS WEBSITE MUST BE COMMENCED AND NOTIFIED TO POLIMASTER IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.

Some jurisdictions do not allow the exclusion of implied warranties or limitations, so the above limitations may not apply to you.

### **3. Links to External Sites**

This Website may provide links to other websites that are not under the control of Polimaster (“*External Sites*”). Polimaster shall not be responsible in any way for the content of such External Websites. Polimaster provides such links only for the convenience of the users of this Website, and the inclusion of any link to any such External Websites does not imply endorsement by Polimaster of the content of such External Websites (including without limitation any statement made, product or service offered or referenced on the linked External Site, names of the organizations sponsoring said website, or any views that might be expressed or referenced in the External Sites. Links to External Sites and pages may be removed or replaced at the sole discretion of Polimaster, at any time without notice. In the event you discover problems with or have concerns regarding the format, accuracy, timeliness or completeness of a linked External Site, please contact the organization responsible for the linked External Site — Polimaster does not control nor is it responsible for any linked External Sites, their pages, or content.

### **4. Intellectual Property**

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## **5. Feedback**

You may from time to time provide suggestions, comments or other feedback to Polimaster with respect to any product, material, software or information provided by Polimaster (hereinafter “**Feedback**”). You agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for Polimaster. However, Polimaster shall not disclose the source of any feedback without the providing party’s consent. Polimaster shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to you. The foregoing shall not, however, affect either party’s obligations hereunder with respect to the information protected pursuant to any Polimaster’s **privacy policies** posted on this Website.

## **6. Notice and Procedure for Making Claims of Copyright Infringement**

Polimaster respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Polimaster's designated agent the written information specified below: If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Polimaster’s Digital Millennium Copyright Act (“**DMCA**”) designated agent the written information specified below:

- An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail 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.

Polimaster’s Copyright Agent for notice of claims of copyright infringement on this Website can be reached as follows:

Polimaster Inc.  
Legal Department  
ATTN: DMCA Designated Agent  
44873 Falcon Place, Ste. 128

Sterling, VA 20190  
Phone: 703.525.5075  
Email: legal@polimaster.us

Please note that this procedure is exclusively for notifying Polimaster and its affiliates that your copyrighted material has been infringed.

## **7. Information and Materials Provided By You**

Unless otherwise specifically provided herein or authorized by Polimaster in writing, any materials or information submitted to, sent through or in connection with this Website by you ("***User Materials***"), will be treated as non-confidential and non-proprietary, and immediately become the property of Polimaster, subject to any **privacy policies** posted on this Website. Polimaster may use such User Materials as it deems fit, anywhere in the world, without obligation for compensation, and free of any moral rights, intellectual property rights and/or other proprietary rights in or to such User Materials.

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Without limiting the foregoing, Polimaster makes no warranty that: the services and products will meet your requirements; the services and products will be uninterrupted, timely, secure, or error-free; the results that may be obtained from the use of the services or materials will be effective, accurate, or reliable; the quality of any services or products purchased or accessible by you through the Website will meet your expectations; any errors



in the software obtained from or used through the Website, or any defects in the Website, its services or products will be corrected.

## **9. Publicly-Edited Sections**

This Website may contain pages or sections which may be edited by and are visible for all visitors of this Website, including but not limited to forums, chats, guestbooks, comments, image galleries, Wikis (“*Publicly-Edited Sections*”). Any notes, postings, ideas, suggestions, concepts, or other material submitted to Publicly-Edited Sections will become the property of Polimaster and Polimaster shall be entitled to use such material for any type of use forever, including in any media whether now known or hereafter devised.

Discretion should be used in entering personally identifiable information within Publicly-Edited Sections, as it may be collected by third parties. Use of personally identifiable information contained in the Publicly-Edited Sections, and your options regarding our use of this information, are subject to Polimaster’s privacy policies posted on this Website.

Polimaster reserves the right to modify and/or delete any message submitted to the Publicly-Edited Sections, at its sole discretion, at any time and for any reason, including, but not limited to material which in Polimaster’s opinion:

- (A) may constitute libel, defamation, invasion of privacy, or is obscene, pornographic, abusive, or threatening;
- (B) may infringe any intellectual property or other right of any entity or person;
- (C) may violate any applicable law or advocates illegal activity;
- (D) advertises or otherwise solicits funds or is a solicitation for goods, services, advertisers or sponsors or otherwise engages in commercial activity;
- (E) disrupts the normal flow of dialogue or otherwise acts in a way which affects the ability of other people to engage in real time activities via Polimaster’s websites;
- (F) includes programs which may contain viruses, worms, trojan horses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication;
- (G) includes MP3 format files;
- (H) violates any policy or regulation established from time to time regarding use of this Website or any networks connected to this Website; or
- (I) contains links to other sites that contain the kind of content which falls within the descriptions set out in (A) to (H) above.

## **10. Unlawful or Prohibited Use**

You may not use this Website for any purpose that is unlawful, prohibited by these Terms of Use, or in any way interferes or attempts to interfere with the proper working of this Website. You may not use this Website in any manner that could damage, disable, overburden, or impair this Website, or that interferes with any third party’s use and enjoyment of this Website. You agree that you will not modify or cause to be modified any

files that are available on the Website and/or use any third-party software that intercepts, "mines", or otherwise collects information from or through the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Polimaster to all users of this Website. You shall not institute, assist, or become involved in an attack upon any Polimaster server or otherwise attempt to disrupt the Polimaster servers. ANY ATTEMPT BY YOU TO DAMAGE POLIMASTER SERVERS OR UNDERMINE THE LEGITIMATE OPERATION OF POLIMASTER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE OR ASSISTANCE FOR SUCH AN ATTACK BE PROVIDED, POLIMASTER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

### **11. Indemnification**

You hereby agree to indemnify and hold harmless Polimaster, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity, arising out of your breach of these Terms of Use.

### **12. Linking to the Website**

Linking to this Website is permitted provided that you comply with the following rules. You may link to the home page of the Website or to any other page of the Website. However, you are not allowed to use in-line linking (or hot-linking) or framing. You must not imply that Polimaster endorses or sponsors the linker or its site, products or services. You must not use Polimaster's intellectual property including but not limited to trademarks, trade names, copyrights without advance written permission from Polimaster. Furthermore, you agree to remove the link at any time upon Polimaster's request.

### **13. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT; CLASS ACTION WAIVER**

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

Mindful of the high cost of legal dispute, not only in dollars but also in time and energy, both you and Polimaster agree to the dispute resolution procedure as stated in the following provision ("*Provision*"):

#### **13.1. Informal Dispute Resolution**

(1) In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Website (whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory), or the breach, enforcement, interpretation, or validity of these Terms of Use or any part of it, or any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against Polimaster in the same proceeding ("*Dispute*"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute.

(2) Notices shall include the following information: (1) name, (2) address, (3) a written description of a claim, and (4) a description of the specific relief a party seeks. Notices shall be sent:

- to Polimaster at: Polimaster Inc., Legal Department, 44873 Falcon Place, Ste. 128, Sterling, VA 20166, Attn: General Counsel, or
- to you at: your last-used billing address or the billing and/or shipping address in your customer's profile.

(3) Both you and Polimaster agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

### **13.2. Arbitration Agreement**

(1) To the extent we cannot resolve any Dispute through the informal dispute resolution procedure described above in Section 13.1, a Dispute shall, on the written demand of either party delivered to the other party, be determined and settled by arbitration composed of one (1) arbitrator in accordance with the Arbitration Rules of the American Arbitration Association ("*AAA*") in Washington, D.C. You agree that the arbitration shall be conducted by the AAA pursuant to its Arbitration Rules ("*AAA Rules*"), as modified by this arbitration agreement ("*Arbitration Agreement*"). For Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

(2) In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider.



(3) Any award rendered by the arbitrator shall be final and binding on the parties and any judgment on such arbitration award may be enforced in any court of competent jurisdiction.

(4) Nothing in this Section 13 shall prevent a party from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings.

(5) You may begin an arbitration proceeding by sending a letter requesting arbitration to Polimaster: Attn: Polimaster Inc., Legal Department, 44873 Falcon Place, Ste. 128, Sterling, VA 20166.

(6) Notwithstanding the above, you or Polimaster may choose to pursue a Dispute in court and not by arbitration if: (a) The Dispute qualifies for initiation in small claims court; or (b) **YOU OPT-OUT OF THESE ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS OF USE** (the “*Opt-Out Deadline*”). You may opt-out of this Arbitration Agreement by contacting Polimaster Legal Department and giving a respective notice with the following information:

- Your name;
- Your address;
- A clear statement that you do not wish to resolve disputes with Polimaster through arbitration.

Polimaster promises that your decision to opt-out of this Arbitration Agreement will have no adverse effect on your relationship with Polimaster. But Polimaster does have to enforce the Opt-Out Deadline so keep in mind that any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.

### **13.3. Class Action Waiver; Waiver of Representative Claims; Jury Waiver**

(1) All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and Polimaster agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Polimaster hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.

(2) In the absence of this Arbitration Agreement, you and Polimaster might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided in these Terms of Use, those rights are waived. Other rights that you would have if you went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

(3) If You choose to pursue your Dispute in court by opting out of the Arbitration Agreement, as specified above, the waivers indicated in this Section 13.3 will not apply to you.

(4) If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

#### **13.4. Other Terms.**

Because this Website and these Terms concern interstate commerce, this Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

**13.5. Legal Expenses.** The prevailing party in any legal action, including arbitration, brought by one party against the other and arising out of this Arbitration Agreement and/or the Terms of Use shall be entitled, along with any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.

#### **14. Termination**

With the exception of the Arbitration Agreement, which shall survive the termination of these Terms of Use, these terms are effective unless and until terminated by either you or Polimaster. You may terminate this Agreement at any time. Polimaster also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Website, if in our sole judgment you fail to comply with any term or provision of the Terms of Use. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Arbitration Agreement and the Terms of Use for all purposes.

#### **15. Applicable Law**

These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflict of laws, except for the Arbitration Agreement above, which shall be governed by the Federal Arbitration Act. The waiver of any provision of the Terms of Use and/or the Arbitration Agreement shall not be considered a waiver of any other provision or of Polimaster's right to require strict observance of each of the terms herein. If any provision of the Terms of Use and/or the Arbitration Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. These Terms of Use and the Arbitration Agreement constitute the entire agreement between us relating to your use of the Website.

Polimaster does not bear any responsibility nor assumes any risks if by any reason a product or a service made available on this Website breaches national law of any state. Those who access this Website do so on their own initiative and are responsible for compliance with their national laws.

Questions may be submitted at [info@polimaster.us](mailto:info@polimaster.us). Please also have a look at our **Privacy Policy** at [www.polimaster.us](http://www.polimaster.us)

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