

## Website Terms of Use

**By using the MAPEI websites, which include the website of Mymapeheat, a division of MAPEI Inc., you agree to these Terms of Use (as such term is defined below) . If you do not agree to these Terms of Use, you may not use the MAPEI Websites or any Content (as such term is defined below).**

Welcome to the MAPEI websites, which include the website of Mymapeheat, a division of MAPEI Inc. (the "Site"). Through the Site, you may have access to a variety of resources and content. These include: (a) Web pages, data, messages, text, images, photographs, graphics, audio and video, and documents such as press releases, white papers, how-to documentation, product data sheets, layouts, and component lists / bills of materials and product and marketing information (collectively, "Materials"); Materials, and other information, content and services are collectively referred to as "Content."

The following are terms of a legal agreement between you and MAPEI Inc., including its division Mymapeheat ("Company", "we", "our" or "us"), a wholly owned subsidiary of Mapei S.p.A. In this Terms of Use, "you" means you personally if you will exercise the license and/or rights granted for your own benefit, but it means your company (or you on behalf of your company) if you will exercise the license and/or rights granted for your company's benefit. By accessing or using the Site or the Content provided on or through the Site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site and the Content provided on or through the Site ("Terms of Use") and our Privacy Statement, which is located at: [www.mymapeheat.com](http://www.mymapeheat.com) and incorporated and made part of this Terms of Use by this reference.

Company reserves the right, at its sole discretion, to change, modify, add or remove portions of this Terms of Use, at any time. It is your responsibility to check this Terms of Use periodically for changes. Your continued access and/or use of the Site following the posting of changes will mean that you provide your affirmative consent, and accept and agree to the changes. As long as you comply with this Terms of Use, Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Please note that additional terms may apply to all or some of Company's subsidiaries' and affiliates' services and products. These services and products shall be provided to you by or on behalf of the Company or its subsidiaries and affiliates under a separate written agreement and are subject to the terms of a legal agreement between you and the Company or its subsidiaries and affiliates. Any such terms are in addition to these terms and conditions, and in the event of any conflict, shall prevail over these terms and conditions.

### **1. Persons Not of Age of Majority**

Persons who are not of the age of majority according to the laws in force in any province in Canada where they reside, are not eligible to use the Site, and we ask that no information in relation to such persons be submitted to us.

### **2. Privacy Statement**

We respect your privacy. Please read our Privacy Statement located at [www.mymapeheat.com](http://www.mymapeheat.com) carefully since it describes, among other things, how we collect, use, share, transmit, process, transfer, store and secure information obtained when you access and use our Site.

### **3. Terms Applicable to Specific Content and Areas of the Site**

Some areas of the Site or Content provided on or through the Site may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of the Site or Content (including terms and conditions applicable to a corporation or other organization and its users). If there is a conflict or inconsistency between this Terms of Use and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of the Site or for specific Content, the latter shall have precedence with respect to your access and use of that area of the Site or Content.

### **4. Use of Materials**

You may download, store, display on your computer, view, listen to, play and print Materials that Company publishes or broadcasts on the Site or makes available for download through the Site subject to the following: (a) the Materials may be used solely in accordance with this Terms of Use for your personal, informational, noncommercial purposes; (b) the Materials may not be modified or altered in any way; (c) the Materials may not be redistributed; and (d) you retain all disclaimers, copyright and proprietary notices as they appear in such Materials.

### **5. Reservation of Rights**

The Site and Content provided on or through the Site are the intellectual property and copyrighted works of the Company Entities or a third-party provider. All license, rights, title and interest not expressly granted with respect to the Site and Content provided on or through the Site are reserved.

## **6. Use of Site**

You agree that you will not use the Site in a manner that: (a) is false or misleading; (b) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (c) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information; (d) promotes bigotry, racism, hatred or harm against any group or individual; (e) is obscene or not in good taste; (f) violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (g) you do not have the right and authority to grant the necessary rights and licenses for; (h) violates or promotes the violation of any applicable laws or regulations; (i) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (j) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer, systems, network or data. Company may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

## **7. Registered Users**

Any user who intends to open an account on the Site or to otherwise register to areas, sections or particular services of the Site is required to supply only information which is complete, up to date, correct and pertinent to that particular user. The user is also required to communicate any change in the personal details required for registration to the Company in a timely manner. The Company reserves the right to verify the accuracy of any information given and may refuse the user access to the Site and/or any or all of its resources, services or Content.

If it is necessary to login to gain access to the Site, or any part of the Site, the user is required to use the logoff option at the end of each session. Company reserves the right to logoff those users whose account, after logging on to the Site, remains in standby mode for a significant period of time. Such period of time is to be established at Company's irrevocable discretion.

User is responsible for maintaining the secrecy of its account number, password and any other data and is also responsible for any activity carried out using its account. Unauthorized use of an account, or any other security infringement, must be communicated immediately to the Company as per contact details indicated below.

All information supplied by any user through its account or the Site will not be considered confidential. As such, Company reserves the right to freely use said information in the way it deems suitable. Anyone who sends material and/or information consents that same may be published and accepts that Company cannot be held liable or obligated in any way towards third parties with regards to the material and information provided by a user.

## **8. Security and Means of Accessing the Site and Content**

You agree not to: (a) access or use the Site in any manner that could damage, disable, overburden or impair any Company accounts, computer systems or networks; (b) gain unauthorized access to any parts of the Site or any Company accounts, computer systems or networks; (c) interfere or attempt to interfere with the proper working of the Site or any Company accounts, computer systems or networks; or (d) use any robot, spider, scraper or other automated means to access the Site or any Company accounts, computer systems or networks without Company's express written permission.

## **9. No Unlawful or Prohibited Use**

You agree not to use the Site, or Content provided on or through the Site, for any purpose that is unlawful or prohibited by this Terms of Use or the rules, guidelines or terms of use posted for a specific area of the Site or Content provided on or through the Site.

## **10. Monitoring**

Company reserves the right to review the Site and Content and to monitor all use of and activity on the Site, and to add, revise, update, remove or choose not to make available on or through the Site any Content in its sole discretion. Company may remove Content that is confidential, sensitive or proprietary to a third party without that third party's permission.

## **11. Public Forums/Posting**

In the event that Company may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board and the like on or through third parties website links on the Site, Company is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such locations or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Company will fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any such information or materials.

## **12. Third-Party Websites, Content, Products and Services**

The Site provides links to websites and access to Content, products and services of third parties, including users, advertisers, affiliates and sponsors of the Site only as a convenience without endorsement of any kind. Company is not responsible for third-party Content provided on or through the Site or for any changes or updates to such third-party websites, and you bear all risks associated with the access to, and use of, such websites and third-party Content, products and services.

## **13. Indemnity**

You agree to indemnify and hold harmless Company, its affiliates, and its, or their respective subsidiaries, and its, or their respective parents (collectively, "Company Entities") and its, or their respective officers, directors, employees, legal representatives and agents and our third-party providers (individually and collectively, the "Company Parties") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and professional fees and costs as incurred, due to or arising out of your use of the Site, your use of the Content, your violation of this Terms of Use or any additional rules, guidelines or terms of use posted for a specific area of the Site or Content provided on or through the Site, or your violation or infringement of any third-party rights, including privacy and intellectual property rights. You shall not, without the prior written consent of Company, settle or compromise any claim, or permit a default or consent to the entry of any judgment in respect thereof, unless such settlement, compromise, or consent includes, as an unconditional term thereof, the giving by the claimant to Company an unconditional release from all liability in respect of such claim. Company reserves the right, at its/their own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to fully cooperate with Company in the defense of such matter.

## **14. Termination of Use**

Company may, in its sole discretion, at any time discontinue providing or limit access to the Site, any areas of the Site or Content provided on or through the Site. You agree that Company may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site or any Content. For greater certainty and clarity, Company may also close any account opened on the Site. Without limiting any of the foregoing, Company may terminate or limit your access to or use of the Site if Company determines, in its sole discretion that you have infringed or violated the rights of a third party. You agree that Company shall not be liable to you or any third party for any termination or limitation of your access to, or use of, the Site or any Content, including Content that you may have shared.

## **15. DISCLAIMERS**

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY ACCESS, USE, QUALITY, SECURITY, STORAGE, INTEGRITY, LAWFULNESS, PERFORMANCE, ACCURACY AND EFFORT, REMAIN WITH YOU. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND LACK OF NEGLIGENCE WITH RESPECT TO THE SITE AND ALL CONTENT PROVIDED ON OR THROUGH THE SITE. COMPANY MAKES NO WARRANTY THAT: (A) THE SITE OR CONTENT WILL MEET YOUR REQUIREMENTS; (B) THE SITE AND CONTENT WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE WILL BE COMPLETE, ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY CONTENT OBTAINED BY YOU ON OR THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. ANY VOLUNTARY ACTIVITIES COMPANY, OR ANY OF ITS THIRD-PARTY PROVIDERS, MAY PERFORM FOR OR ON BEHALF OF YOU AT YOUR REQUEST AND WITHOUT ANY ADDITIONAL CHARGE ARE PROVIDED "AS IS" WITH ALL FAULTS.

ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THE SITE IS USED AT YOUR OWN DISCRETION AND RISK. COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, NETWORK, DATA OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT. SHOULD THE CONTENT PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY COMPANY, OR ANY COMPANY AUTHORIZED REPRESENTATIVE, SHALL CREATE AN ASSURANCE OR CONTRACT, OF ANY KIND.

COMPANY RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO, AND MONITOR THE USE OF, THE SITE AND CONTENT PROVIDED ON OR THROUGH THE SITE AT ANY TIME, FOR ANY REASON AND WITHOUT NOTICE.

## **16. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED UNDER LAW, COMPANY SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY DIRECT OR INDIRECT, DAMAGES OR LIABILITIES (INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, REVENUE, REPUTATION, OR DAMAGE TO DATA OR CONTENT, OR ANY CLAIMS BY THIRD PARTIES, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE, OR ARISING UNDER THIS TERMS OF USE.

## **17. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS TERMS OF USE, INCLUDING THOSE SET FORTH IN SECTIONS 14 AND 15, COMPANY SHALL BE ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS PERMITTED AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT. SUBJECT TO THE FOREGOING SENTENCE, IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU EXCEED IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO COMPANY FOR YOUR ACCESS TO OR USE OF OUR SITE.

## **18. Availability of Products**

Information on the Site may reference or cross-reference Company's products, programs or services that might not be available in your location. Such references do not imply that Company plans to make such products, programs or services available in your location. Please contact your local Company representative for more information.

## **19. Waiver and Severability**

The failure of Company to exercise or enforce any rights or provisions in this Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of this Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, that part or provision will be enforced to the maximum extent permitted by law, and the remainder of this Terms of Use will remain fully in force.

## **20. Applicable Law/Venue**

This Terms of Use shall be governed by, construed and enforced according to the laws of the Province of Quebec and Canadian laws when and where applicable, and without regard to the Province of Quebec's conflict of law provisions. Any action, proceeding or litigation with regard to this Terms of Use can only be instituted exclusively in the judicial district of Laval, Province of Quebec.

## **21. Contact Information.**

If you have any questions regarding this Terms of Use, please contact Company at [privacypractices@mapei.com](mailto:privacypractices@mapei.com). If you have any other questions, contact information is available at the Contact Us page on the Site.

## **22. Notice to You**

You provide your affirmative consent that we may notify you, at our discretion, by email, postal mail, postings within the Site, or other legally acceptable means.

## **23. Notification of Copyright Infringement**

If you believe that your work has been infringed in connection with the Site, please provide written notification via regular mail (not via email or phone) to Mapei Legal Affairs, copyright agent (contact information below) that contains all of the elements required by the Copyright Act.

## **24. How to Contact Us**

If you have any questions or comments about this Terms of Use or you need to notify us, please write to:

Legal Affairs  
c/o MAPEI Inc.  
2900 Francis Hughes Avenue  
Laval (Quebec)  
H7L 3J5

## **25. Entire Agreement**

This is the entire agreement between you and Company, and this Terms of Use supersede any prior agreement between the parties related to the subject matter of this Terms of Use. No amendment or modification of this Terms of Use will be effective if made by you, unless in writing and duly signed by a duly authorized representative of Company. You hereby warrant and represent that either: (i) you will use the Content for your own benefit and personally accept, agree to and intend to be bound by these terms; or (ii) you are authorized to and intend to be bound by these terms on behalf of your company. Headings are purely for reference and shall not affect the meaning of any term or condition. All remedies set forth in this Terms of Use are cumulative and in addition to and not in lieu of any other remedy of Company at law or in equity. Any provision

which must survive to allow us to enforce its meaning shall survive termination. A printed version of this Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated, duly executed and maintained in printed form.

**Terms of Use Effective Date: August 2019.**