

By using the MAPEI Websites, 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).

**PLEASE NOTE: SECTION 22 CONTAINS A BINDING ARBITRATION CLAUSE, WAIVER OF THE RIGHT TO A TRIAL BY JURY AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH US. PLEASE READ IT.**

Welcome to the MAPEI Websites (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"); and (c) community forums, blogs, sharing sites, mobile applications, supplier data exchanges, and other services in connection with which you can upload, download, share, email, post, publish, transmit or otherwise access or make available Content (as such term is defined below) (collectively, "Community Services"). Materials, Community Services, and other information, content and services are collectively referred to as "Content."

The following are terms of a legal agreement between you and MAPEI Corporation ("MAPEI", "Mapei", "we", "our", or "us"), a wholly owned subsidiary of MAPEI S.p.A. In these 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 these Terms of Use by this reference.

If you are accepting these Terms of Use on behalf of your company, you warrant that: (a) you have full legal authority to bind your company to these Terms of Use; (b) you have read and understand these Terms of Use; and (c) you agree, on behalf of your company, to these Terms of Use. If you do not have the legal authority to bind your company, please do not accept these Terms of Use.

MAPEI reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these 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, accept and agree to the changes. As long as you comply with these Terms of Use, MAPEI grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site. These Terms of Use will be effective, and replace any previously applicable terms relating to their subject matter, from the Terms of Use Effective Date.

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

### 1. Persons Not of Age of Majority

Persons who are not of the age of majority 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 [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. You acknowledge and agree that you are solely responsible for the accuracy and content of your personal information, and you agree to keep it up to date. To the full extent permitted by law, neither we nor any other Mapei Entities (as such term is defined in Section 12 below) shall be liable to you for any damages, including without limitation, direct, indirect, special, incidental, punitive, or consequential damages, that may result from any violation of the Privacy Statement.

### 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 these 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 MAPEI 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 these 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) that you retain all disclaimers, copyright and proprietary notices as they appear in such Materials.

### 5. Use of Community Services

Community Services are provided as a convenience to you and MAPEI is not obligated to provide any technical support for, or participate in, Community Services. While Community Services may include information regarding MAPEI products and services, including information from MAPEI employees, they are not an official customer support channel for MAPEI.

You may use Community Services subject to the following: (a) Community Services may be used solely in accordance with these Terms of Use for your personal, informational, noncommercial purposes; (b) Content provided on or through Community Services may not be redistributed; and (c) personal data about other users may not be stored or collected except where expressly authorized by MAPEI.

## **6. Reservation of Rights**

The Site and Content provided on or through the Site are the intellectual property and copyrighted works of the Mapei 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. All Content is provided on an "As Is" and "As Available" basis, and MAPEI reserves the right to amend, update, remove from the Site, deny access to, terminate the permissions granted to you in Sections 4 and 5 above and your use of the Content at any time, for any reason, without notice and without liability of any kind.

## **7. Your Content**

You agree that you will only upload, share, post, publish, transmit, or otherwise make available ("Share") on or through the Site, Content that you have the right and authority to Share and for which you have the right and authority to grant to MAPEI all of the licenses and rights set forth herein. By Sharing Content, you grant MAPEI an unrestricted, worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sublicensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit, distribute, manufacture, have manufactured, sell and exploit the Content for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the Content into any MAPEI or Affiliate product or service, and to display, market, sublicense, exploit, distribute and sell the Content as incorporated or embedded in any product or service distributed or offered by, for or on behalf of MAPEI or any Affiliate without compensation or attribution to you. You warrant that: (a) you have the right and authority to grant this license; (b) MAPEI's exercise of the license and/or rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and (c) all so-called moral rights in the Content have been waived to the full extent allowed by law.

You agree that you will neither use the Site in a manner, nor Share any Content, 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 Share and 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. MAPEI 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.

MAPEI does not want to receive confidential or sensitive information from you through or in connection with the Site. Notwithstanding anything that you may note or state in connection with Sharing Content, it shall not be considered confidential or sensitive information and shall be received and treated by MAPEI on a non-confidential and unrestricted basis and MAPEI shall not take and shall not be required to take any steps to safeguard the confidentiality of any information that you Share, other than as specified in this Privacy Statement.

## **8. Security, Passwords 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 MAPEI accounts, computer systems or networks; (b) gain unauthorized access to any parts of the Site or any MAPEI accounts, computer systems or networks; (c) interfere or attempt to interfere with the proper working of the Site or any MAPEI accounts, computer systems or networks; or (d) use any robot, spider, scraper or other automated means to access the Site or any MAPEI accounts, computer systems or networks without MAPEI's express written permission.

If you open an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. Access to and use of password protected or secure areas of the Site are restricted to authorized users only. You agree not to share your password(s), account information, or access to the Site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Site. You agree to notify MAPEI immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use. MAPEI may access, refuse service, or cancel orders in respect of, place restrictions on, remove or edit content in, or terminate your account if MAPEI suspects any information provided by you is untrue, inaccurate, incomplete, not current, misleading, or fraudulent.

## **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 these 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**

MAPEI has no obligation to monitor the Site or screen Content that is Shared on or through the Site. However, you consent that MAPEI 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. MAPEI may remove Content that is confidential, sensitive or proprietary to a third party without that third party's permission.

## **11. 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. MAPEI 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.

## **12. Indemnity**

You agree to indemnify and hold harmless MAPEI, its affiliates and our and their respective subsidiaries and our and their respective parents (collectively, "Mapei Entities") and our and their respective officers, directors, employees, legal representatives and agents and our third party providers (individually and collectively, the "MAPEI 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, Content that you Share, your violation of these 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 the MAPEI Parties, 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 the MAPEI Parties an unconditional release from all liability in respect of such claim. The MAPEI Parties reserve 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 the MAPEI Parties in the defense of such matter.

## **13. Termination of Use**

MAPEI 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 MAPEI may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site or any Content. Without limiting any of the foregoing, MAPEI may terminate or limit your access to or use of the Site if MAPEI determines, in its sole discretion, that you have infringed or violated the rights of a third party. You agree that MAPEI and all other members of the MAPEI Parties 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.

## **14. 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 REMAINS WITH YOU. MAPEI 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. MAPEI 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 MAPEI 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. MAPEI 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 MAPEI OR ANY MAPEI AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY, ASSURANCE OR CONTRACT, OF ANY KIND. It is your responsibility to evaluate (or take professional advice on) the accuracy and completeness of all information, statements, opinions and other Content on this Site or any website with which it is linked.

MAPEI 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.

## **15. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED UNDER LAW, THE MAPEI PARTIES WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF INCOME, REVENUE, LOSS OF GOODWILL, REPUTATION OR SAVINGS, LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, CONTENT OR SOFTWARE RESTORATION, COST OF REMOVAL OR REINSTALLATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF USE OR INTERRUPTION OF BUSINESS OR OTHER ECONOMIC LOSS OR ANY CLAIMS BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY DEFENSE THEREOF), OR OTHER SIMILAR COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY CONTENT PROVIDED ON OR THROUGH THE SITE, OR ARISING UNDER THESE TERMS OF USE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR ACCESS TO, OR USE OF, THE SITE OR ANY CONTENT, MAY BE BROUGHT BY OR THROUGH YOU MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF: (I) THE TERMINATION OR EXPIRATION OF THESE TERMS OF USE; OR (II) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

YOU ACKNOWLEDGE THAT THIS SITE AND THE CONTENT PROVIDED AT THIS SITE WOULD NOT BE PROVIDED BY US WITHOUT THE FOREGOING DISCLAIMERS AND LIMITATIONS.

## **16. 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 THESE TERMS OF USE, INCLUDING THOSE SET FORTH IN SECTIONS 14 AND 15, THE MAPEI PARTY(IES) 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 THE MAPEI PARTIES' TOTAL LIABILITY TO YOU EXCEED IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO MAPEI FOR YOUR ACCESS TO OR USE OF OUR SITE.

**17. Limitations on Information.** Reliance on the Contents of this Site for any purpose by you is at your sole risk. All standards, specifications, technical discussions, and reports included on this Site are advisory only. Neither we nor any other MAPEI Entities shall be responsible for any errors of any kind (typographical or otherwise).

#### **18. Export Restrictions/Legal Compliance**

You may not access, download, use or export the Site, or the Content provided on or through the Site, in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply at your sole expense with all export laws, restrictions and regulations of any United States or applicable agency or authority, and to not directly or indirectly provide or otherwise make available any services and products of the MAPEI Entities in violation of any such restrictions, laws or regulations. Neither the services or products of the MAPEI Entities nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, into any country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### **20. Availability of Products**

Information on the Site may reference or cross-reference MAPEI Entities' products, programs, or services that might not be available in your location. Such references do not imply that MAPEI or any other member of the Mapei Entities plans to make such products, programs, or services available in your location. Please contact your local MAPEI or any other member of the Mapei Entities representative for more information. Nothing in this Site constitutes an offer to buy or sell our products or services in any jurisdiction. This Site is for information purposes only.

#### **21. Waiver and Severability**

The failure of MAPEI to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these 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 these Terms of Use will remain fully in force.

#### **22. Dispute Resolution – Arbitration, No Class Actions**

##### **PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

You and MAPEI agree to be bound by the following procedure to resolve any and all disputes between us. This provision applies to all users of the Site and consumers to the fullest extent allowable by law. By accepting these terms, you and MAPEI expressly waive the right to a trial by jury or to participate in a class action. This agreement is intended to be interpreted broadly. The arbitrator, and not any local, state or federal court, has the exclusive authority to resolve any and all disputes arising between us, including any dispute relating to the interpretation, scope, enforceability, or formation of this agreement to arbitrate, including but not limited to any claim that all or any part of this agreement to arbitrate is unenforceable. This Section covers any and all disputes between us ("Disputes"), including without limitation:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms of Use.

The only disputes that are not covered by this Section are the following:

- a claim to enforce or protect, or concerning the validity of, any of your or MAPEI's (or any of MAPEI's licensors') intellectual property rights;
- a claim related to, or arising from, allegations of theft, piracy, or unauthorized use of intellectual property; and
- in addition, nothing in this Section shall prevent either party from initiating a small claims court action.

References in this Section 22 to "MAPEI," "you," and "us" include our respective subsidiaries, affiliates, corporate parents, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior agreements between us. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate provision shall survive termination of these Terms of Use.

A. Informal Negotiations/Notice of Dispute. You and MAPEI agree to first attempt to negotiate any Dispute informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). MAPEI will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to:

Legal Affairs, c/o MAPEI Corporation, 1144 E. Newport Center Drive, Deerfield Beach, Florida 33442; Attention: Legal Department.

B. **Binding Arbitration.** If you and MAPEI are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or MAPEI may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND MAPEI ARE FOREGOING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, where appropriate, its Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send MAPEI a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then MAPEI will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and MAPEI may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

C. **Restrictions.** You and MAPEI agree that any arbitration shall be limited to the Dispute between MAPEI and you individually, regardless whether the relief sought is monetary or injunctive relief, and any relief awarded in arbitration shall be applicable only to you in your individual capacity. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute shall be arbitrated on a class basis or utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or on behalf of any person other than yourself. **YOU AND MAPEI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and an authorized representative of MAPEI agree otherwise, the arbitrator may not consolidate more than one person's claims, 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 agreement to arbitrate shall be null and void.

D. **Location.** If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of Broward, State of Florida, United States of America, and you and MAPEI agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

E. **Recovery and Attorneys' Fees.** If the arbitrator rules in your favor on the merits of any claim you bring against MAPEI and issues you an award that is greater in monetary value than MAPEI's last written settlement offer made before written submissions are made to the arbitrator, then MAPEI will:

- Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- Reimburse all of the filing, administration, and arbitrator fees that you paid to the AAA. Each party will be responsible for its own attorneys' fees and related expenses (including expert witness fees and costs), but the arbitrator will have authority to award attorneys' fees and expenses if such an award is available under applicable law.

F. **Limitation on Arbitrator's Authority.** 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.

G. **Changes to This Provision.** MAPEI will not enforce material changes to this agreement to arbitrate against account holders absent express agreement to the changed terms.

### **23. Applicable Law/Venue**

The laws of the State of Florida, U.S.A. without giving effect to: (i) Florida's conflict of laws provisions; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna on April 11, 1980, will govern these Terms of Use and any dispute of any sort that might arise between you and MAPEI (as such term is defined in Section 20, above); and to the extent applicable pursuant to Section 20, above, you expressly agree that the exclusive jurisdiction for any dispute shall be in Broward County, Florida, U.S.A., and you further agree and expressly consent (to the extent applicable pursuant to Section 20, above), to the exercise of personal jurisdiction in such courts in connection with any such dispute not precluded by Section 22 above including any claim involving MAPEI or any other of the MAPEI Parties. You also agree to comply, at your expense, with all applicable local, state, federal and international laws and regulations, including, but not limited to, U.S.A. export restrictions that relate to your use or activities on this Site. To the fullest extent permitted by law, the controlling language, at all times, for these Terms of Use is English, U.S.A.

### **25. Electronic Communications**

When you use the Site and/or its Content, or send e-mails, text messages, and other communications from your desktop or device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this Site or through the other MAPEI services or mobile applications, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing

## 25. Application Platform Terms

**Apple.** If the mobile application is downloaded from the Apple iTunes Application Store, then you acknowledge and agree to the following additional terms: (a) Apple has no liability for the mobile application and its content; (b) Your use of the mobile application is limited to a non-transferable license to use the mobile application on any iPhone™, iPad™ or iPod Touch™ that you own or control as allowed by the Application Store Terms of Service; (c) Apple has no obligation whatsoever to furnish any maintenance or support services for the mobile application; (d) to the extent permitted by applicable law, Apple has no warranty obligation to the mobile application and MAPEI will be responsible for any claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty set forth in these Terms of Use; (e) Apple is not liable for any claims relating to the mobile application or your possession and/or use of the mobile application, including, but not limited to: (i) product liability claims; (ii) any claim that the mobile application fails to conform to any applicable legal requirement; and (iii) consumer protection claims; (f) Apple is not liable for any third-party claims that the mobile application infringes or violates a third party's intellectual property or proprietary rights; and (g) Apple and its subsidiaries are third party beneficiaries of these Terms of Use with respect to any mobile application, and that Apple will have the right to enforce these Terms of Use against you as a third party beneficiary.

**Google Play.** If the mobile application is downloaded from Google Play, then you acknowledge and agree to the following additional terms: (a) Google has no liability for the Material and its content; (b) your use of the mobile application is limited to a non-transferable license to use the mobile application on any Google Play compliant device that you own or control as allowed by the Google Play Terms of Service; (c) Google has no obligation whatsoever to furnish any maintenance or support services for the mobile application; (d) to the extent permitted by applicable law, Google has no warranty obligation to the mobile application and MAPEI will be responsible for any claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty set forth in these Terms of Use; (e) Google is not liable for any claims relating to the mobile application or your possession and/or use of the mobile application, including, but not limited to: (i) product liability claims; (ii) any claim that the mobile application fails to conform to any applicable legal requirement; and (iii) consumer protection claims; (f) Google is not liable for any third-party claims that the mobile application infringes or violates a third party's intellectual property or proprietary rights; and (g) Google and its subsidiaries are third party beneficiaries of these Terms of Use with respect to any mobile application, and that Google will have the right to enforce these Terms of Use against you as a third party beneficiary.

## 26. Notification of Copyright Infringement

**DMCA.** We respect the Intellectual Property Rights of others and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act ("[DMCA](#)").

**Take-Down Notice.** If you believe that your work has been infringed in connection with the Site, please provide written notification via regular mail or via fax (not via email or phone) to our Copyright Agent (contact information below) that contains all of the following elements:

- (a) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- (b) A description of the copyrighted work(s) infringed;
- (c) A description of where the content that you claim is infringing is located on the Site;
- (d) Information sufficient to permit us to contact you, such as your physical address, telephone number, and email address;
- (e) A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Before you file the notification, please carefully consider whether or not the use of copyrighted material at issue is protected by the "fair use" doctrine, as you could be liable for costs and attorneys' fees should you file a takedown notice where there is no infringing use. If you are unsure whether a use of your copyrighted material constitutes infringement, please contact an attorney.

**Counter-Notice.** If you believe we disabled or removed access to your content as a result of an improper copyright infringement notice, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via email or phone) to our Copyright Agent (contact information below), which must contain all of the following elements:

- (a) A physical or electronic signature of the subscriber;
- (b) Identification of the content that was removed from the Site and the location of the Site on which the content appeared before it was removed;
- (c) A statement under penalty of perjury that you have a good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content to be removed or disabled;

(d) Information sufficient to permit us to contact you, such as your physical address, telephone number, and email address; and

(e) A statement that you consent to jurisdiction of the Federal District court for the district where you reside (or of New York County, New York if you reside outside of the United States) and that you will accept service of process from the person who provided notification under DMCA subsection (c)(1)(C) or an agent of the person.

Before you file a counter-notification, please carefully consider whether or not the use of the copyrighted material at issue is infringing, as you could be liable for costs and attorneys' fees in the event that a court determines your counter-notification misrepresented that the content was removed by mistake. If you are unsure whether use of the content at issue constitutes infringement, please contact an attorney.

**Copyright Agent.** Our Copyright Agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Copyright Agent

Collen Intellectual Property Law, P.C.

THE HOLYOKE-MANHATTAN BUILDING

80 South Highland Avenue

Ossining, Westchester County, NY 10562 USA

Attn: Jess M. Collen, Esq.

By fax: (914) 941-6091

By telephone: (914) 941-5668

The Copyright Agent will not remove content from the Site in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit the notifications by fax or ordinary mail only and as further described by this section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that the infringement is occurring on the Site. All other inquiries directed to the Copyright Agent will not be responded to.

## **27. How to Contact Us**

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

Legal Affairs

c/o MAPEI Corporation

1144 E. Newport Center Drive

Deerfield Beach, Florida 33442

## **28. Entire Agreement**

This is the entire agreement between you and MAPEI and these Terms of Use supersede any prior agreement between the parties related to the subject matter of these Terms of Use. No amendment or modification of these Terms of Use will be effective if made by you, unless in writing and duly signed by a duly authorized representative of MAPEI. 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. These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. You may not assign any of your rights or obligations under these Terms of Use to another party without the express written consent of an authorized representative of MAPEI. The failure of MAPEI to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of these Terms of Use. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English, USA. All remedies set forth in these Terms of Use are cumulative and in addition to and not in lieu of any other remedy of the Mapei Parties at law or in equity. Any provision which must survive to allow us to enforce its meaning shall survive termination. A printed version of these 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.

## **29. Acknowledgement**

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and/or Content available at or through the Site.

**Website Terms of Use Effective Date: August 2020.**

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