



## Terms of Use for Diversey Websites

V1.2 July 2021

### **1. General.**

These Terms of Use ("Terms") for the website(s) of Diversey and its subsidiaries and affiliated entities ("we", "our", "us", or the "Company") that link to these Terms (hereinafter the "Site(s)") govern the relationship between you and the Company in connection with the Site(s). By accessing or using the Site(s), you agree to these Terms and the Privacy Notice (which notice is incorporated herein by reference). If you do not agree to these Terms, your use of the Site(s) is unauthorized. The Site(s) are offered and available to users who are 18 years of age or older. By using the Site(s), you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site(s).

For clarity, in the event you are using the Site(s) or are opening an account on the Site(s) on behalf of another company, entity or other organization, "you" or "your" includes any companies, entities or other organizations that you represent or with whom you are employed or contracted. In such event, you represent and warrant that you are an authorized representative of such entity with the authority to bind such entity to these Terms.

### **2. End User License Agreements for Products.**

The Company offers access and/or the opportunity to purchase various products, solutions and services through the Site(s) (collectively, the "Products"). Use of each such Product will be further subject to the applicable End User License Agreement ("EULA"). By accessing and using such Products, you agree to comply with the applicable EULA for each such Product.

### **3. Accessing the Website and Account Security.**

Subject to your ongoing compliance with these Terms, Company hereby grants to you permission to use the Site(s) and associated features solely for your internal business purposes, and to access and use the content, Products and other features available herein.

You will be required to set up an account on the Site(s) or with the Company in order to obtain access to certain areas of the Site(s), or to access selected Company Products or other content.

When you set up an account with the Company to access and use the Site(s), you will provide (or be issued, as the case may be) a user name and password. You are solely responsible for maintaining the confidentiality of your accounts and passwords, and for restricting access to them, and you agree to accept responsibility for all activities that occur under your accounts or passwords. Information you provide to Company must be accurate, current, and complete. You agree to keep this information accurate and up-to-date at all times. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site(s) or portions thereof using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You are responsible for making all arrangements necessary for you to have access to the Site(s), and ensuring that all persons who access the Site(s) through your Internet connection are aware of these Terms and comply with them.

To access the Site(s) or some of the resources offered, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site(s) that all the information you provide on the Site(s) is accurate, current and complete. You agree that all information you provide to register with the Site(s) or otherwise, including but



not limited to through the use of any interactive features on the Site(s), is governed by our Privacy Notice , and you consent to all actions Company takes with respect to your information consistent with our Privacy Notice.

Company will not be liable if, for any reason, any or all part(s) of the Site(s) are unavailable at any time or for any period. From time to time, Company may restrict access to some parts of the Site(s), or the entire Site(s), to users, including registered users. Company reserves the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time (in our sole discretion for any or no reason, including) if, in our opinion, you have violated any provision of these Terms.

#### **4. Changes to Terms.**

Company may propose an update or revision to these Terms at any time in our sole discretion by posting the updated version at a location hyperlinked from the home page of the Site(s). The update will come into effect immediately upon publication of such revised Terms (i.e., acceptance of revised Terms via a click-through confirmation, acceptance button or other mechanism). However, any changes to the dispute resolution provisions set forth herein will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Site(s). Additionally, Company reserves the right to withdraw or amend any service or material Company provides on the Site(s), in our sole discretion without notice. Your continued use of the Site(s) following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page periodically so you are aware of any changes, as they are binding on you.

#### **5. Privacy Notice**

All information the Company collects on the Site(s) is subject to our Privacy Notice. By using the Site(s), you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice. The Privacy Notice is hereby incorporated and made subject to these Terms. Except as expressly set forth herein, in the event of a conflict between these Terms and the Privacy Notice, and except as required under applicable law, these Terms shall control. Company reserves the right to make changes to the Privacy Notice in its discretion, or as required by applicable law, and such changes shall be immediately applicable to you once published.

Additional terms relating to the purchase of Products will be governed by the applicable commercial agreement between Company and your entity giving you access to the Products.

#### **6. Accuracy, Completeness and Timeliness of Information on the Site(s).**

Company is not responsible if information made available on the Site(s) is not accurate, complete or current. The material on the Site(s) is provided for general information only, and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on the Site(s) is at your own risk. The Site(s) may contain certain historical information. Historical information necessarily is not current and is provided for your reference only. Company reserves the right to modify the contents of the Site(s) at any time, but Company has no obligation to do so. You agree that it is your responsibility to monitor changes to the Site(s).

#### **7. Reliance on Information Posted.**

The information and content presented on or through the Site(s) is made available solely for general information purposes. Company does not warrant the accuracy, completeness or usefulness of this information or content. Any reliance you place on such information and content is strictly at your own risk. Company disclaims all liability and responsibility arising from any reliance placed on such information or content by you or any other visitor to the Site(s), or by anyone who may be informed of any of its contents.

#### **8. Third Party Materials.**



The Site(s) may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those Company is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **9. Use of Materials on the Site(s).**

All content on the Site(s) (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof), is the exclusive property of and owned by the Company, its subsidiaries, or their licensors or content providers, and is protected by copyright, trademark and other applicable laws. You may access, copy, download and print the material contained on the Site(s) for your personal and non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears on the material you access, copy, download or print. Any other use of content on the Site(s), including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the Site(s), or use of the Site(s) for purposes competitive to Company, is expressly prohibited. Notwithstanding the foregoing, personal information is governed by the Privacy Notice and is subject to applicable law.

You agree to abide by all additional restrictions displayed on the Site(s) as they may be updated from time to time. Company reserves the right to refuse or cancel any person's registration for the Site(s), remove any person from the Site(s) or prohibit any person from using the Site(s) for any reason whatsoever. Company, or its subsidiaries or their licensors or content providers, retain full and complete title to the material provided on the Site(s), including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in Company's sole discretion. Company neither warrants nor represents that your use of materials on the Site(s) will not infringe rights of third parties not affiliated with Company.

You may not use contact information provided on the Site(s) for unauthorized purposes, such as marketing or unapproved or prohibited commercial uses. You may not use any hardware or software intended to damage or interfere with the proper working of the Site(s) or to surreptitiously intercept any system, data or personal information from the Site(s). You agree not to interrupt or attempt to interrupt the operation of the Site(s) in any way. Company reserves the right, in its sole discretion, to limit or terminate your access to or use of the Site(s) at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which Company may be entitled at law or in equity.

#### **10. Materials You Submit.**

You acknowledge that you are responsible for any material you may submit via the Site(s), including the legality, reliability, appropriateness, originality and copyright of any such material. User content must in their entirety comply with all applicable federal, state, local and international laws and regulations. Additional content rules for user content include the following (collectively, "Content Standards"). These rules may be updated from time to time and posted on this Site(s):

You may not upload to, distribute or otherwise publish through the Site(s) any content that (1) is false, obscene, fraudulent, libelous, defamatory, abusive, indecent, offensive, harassing, threatening violent, or hateful; (2) promotes or contains sexually explicit or pornographic material, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (3) is confidential, proprietary, invasive of privacy or publicity rights, or infringing on patents, trademarks, copyrights, trade secrets or other intellectual property rights, abusive, illegal or otherwise objectionable; (4) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; (5) involves commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or (6) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." Furthermore, you may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content.



## **11. License to Submitted Material.**

If you do submit material, and unless Company indicates otherwise (or to the maximum extent permitted under applicable law), you grant to Company and its subsidiaries an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You further agree that Company is free to use any ideas, concepts, know-how that you or individuals acting on your behalf provide to Company. You grant Company and its subsidiaries the right to use the name you submit in connection with such material, if they so choose. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Company for all claims resulting from content you supply.

## **12. Monitoring and Enforcement; Termination.**

Company reserves the right to:

- a. Remove or refuse to post any user content for any or no reason in our sole discretion,
- b. Take any action with respect to any user content that Company deems necessary or appropriate in our sole discretion, including if Company believes that such user content violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site(s) or the public or could create liability for the Company,
- c. Take appropriate legal action, including without limitation, referral to law enforcement, or respond in legal proceedings, for any illegal or unauthorized use of the Site(s),
- d. Terminate or suspend your access to all or part of the Site(s) for any or no reason, including without limitation, any violation of these Terms, and
- e. Without limiting the foregoing, Company has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site(s).

However, Company does not represent or warrant that it can review all material before it is posted on the Site(s), and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Company assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. Company shall have no liability or responsibility to anyone for performance or nonperformance of the activities described herein.

YOU HEREBY WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR AS A RESULT OF, ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY, THE PARTIES LISTED ABOVE OR APPLICABLE LAW ENFORCEMENT AUTHORITIES.

## **14. Links**

Our Site(s) may provide links to other websites for your convenience and information. Those websites may be operated by companies not affiliated with the Company. This includes links contained in advertisements, including banner advertisements and sponsored links. Linked websites likely have their own terms, and Company strongly recommends that you review such third party terms. Company shall have no responsibility for the content of any websites that are not affiliated with the Company, nor for any use of those websites by you, the practices of those websites, or for any loss or damage that may arise from such use. Company has no control over the contents of such sites or resources, and accepts no responsibility for them. If you decide to access any of the third party websites linked to the Site(s), you do so entirely at your own risk and subject to the terms and conditions of use for such websites.



You may link to the Company's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express, written consent.

This Site(s) may provide certain social media features that enable you to:

- a. Link from your own or certain third-party websites to certain content on the Site(s).
- b. Send e-mails or other communications with certain content, or links to certain content, on the Site(s).
- c. Cause limited portions of content on the Site(s) to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by the Company and solely with respect to the content that is displayed, and otherwise in accordance with any additional terms and conditions provided with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site(s) or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site(s) other than the homepage.
- Otherwise take any action with respect to the materials on the Site(s) that is inconsistent with any other provision of these Terms.

You agree to cooperate with the Company in causing any unauthorized framing or linking immediately to cease. Company reserves the right to withdraw linking permission without notice. Company may disable all or any social media features and any links at any time without notice in our discretion.

#### **15. Trademarks and Copyrights.**

Trademarks, logos and service marks displayed on the Site(s) are registered and unregistered trademarks of Company, its subsidiaries, their licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on the Site(s) should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Site(s) without the owner's prior written permission. Company reserves all rights not expressly granted in and to the Site(s) and its content. Each of the Site(s) and its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is protected as a compilation under the copyright laws of the United States and other countries.

#### **16. Infringement Notice.**

Company respects the intellectual property rights of others, and requests that you do the same. You are hereby informed that Company has adopted and has reasonably implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders of Company's system or network who are repeat copyright infringers. If you believe your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, you may notify our copyright agent:

Legal Department - Intellectual Property  
1300 Altura Road, Suite 125  
Fort Mill, South Carolina 29708

You can contact our copyright agent at our global headquarters at +1-980-221-3235, but you cannot use this number to inform us of alleged copyright infringement. To be effective, your notification must (a) be in writing, (b) be provided to our copyright agent, and (c) include substantially the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;



- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that Site(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Company is under no obligation to post, forward, transmit, distribute or otherwise provide any material available on the Site(s), including material you provide to us, and so Company has an absolute right to remove any material from the site in our sole discretion at any time.

## **17. DISCLAIMERS.**

(a) YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE(S). YOU AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE(S) MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE(S) IS AT YOUR OWN RISK AND THAT A SIGNIFICANT PORTION OF THE SITE(S) ARE MADE AVAILABLE TO YOU AT NO CHARGE.

(b) You understand that Company cannot and do not guarantee or warrant that the Site(s) will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE(S) OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE(S) OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

(c) YOUR USE OF THE SITE(S) IS AT YOUR SOLE RISK. THE SITE(S) ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. COMPANY RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE(S) OR ANY FEATURE OR PART THEREOF AT ANY TIME. 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, OR RELATING TO THE COURSE OF THE PARTIES' PERFORMANCE OR COURSE OF DEALING, AND ANY AND ALL WARRANTIES THAT MATERIALS, CONTENT, PRODUCTS, SERVICES, SOLUTIONS OR OTHER OFFERINGS ON (OR AVAILABLE THROUGH) THE SITE(S) ARE NONINFRINGING; THAT ACCESS TO THE SITE(S) WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITE(S) WILL BE SECURE; THAT THE SITE(S) OR THE SERVERS THAT MAKES THE SITE(S) AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITE(S) WILL BE COMPLETE, RELIABLE, ACCURATE OR TIMELY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITE(S) SHALL CREATE ANY WARRANTY OF ANY KIND; THAT THE USE OF MATERIALS, CONTENT, PRODUCTS, SERVICES, SOLUTIONS OR OTHER OFFERINGS ON (OR AVAILABLE THROUGH) THE SITE(S) ARE ADEQUATE, COMPLETE, CORRECT, ACCURATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE; OR THAT THE SITE(S) OR ANY PRODUCTS OR SERVICES OR ITEMS OBTAINED THROUGH THE SITE(S) WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT CERTAIN DISCLAIMERS OF WARRANTIES REFERENCED HEREIN, SO THE ABOVE DISCLAIMER(S) MAY NOT APPLY TO YOU.



## **18. LIMITATION OF LIABILITY.**

RECOGNIZING AND ACKNOWLEDGING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS SUBSIDIARIES, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE(S), OR ANY OTHER SITES YOU ACCESS THROUGH A LINK FROM THE SITE(S) OR FROM ANY ACTIONS COMPANY TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE SITE(S), OR FOR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITE(S), COMPANY'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON THE SITE(S), OR OTHERWISE ARISING OUT OF THE USE OF THE SITE(S), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY, ITS SUBSIDIARIES, SUPPLIERS, OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

THIS FOREGOING LIMITATION APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORDS OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER COMPANY NOR ITS SUBSIDIARIES OR SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE(S).

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH COMPANY IS TO DISCONTINUE YOUR USE OF THE SITE(S). YOU AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE(S) MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **19. Indemnification.**

You agree to indemnify, defend and hold harmless Company and its subsidiaries and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Site(s) and any violation of these Terms. If you cause a technical disruption of the Site(s) or the systems transmitting the Site(s) to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Company in the defense of such matter.

## **20. Jurisdiction and Applicable Law.**

The laws of the State of North Carolina (except those provisions relating to conflicts of law) govern these Terms and your use of the Site(s), and, except as set forth in the Privacy Notice, you irrevocably consent to the jurisdiction of the courts located in Mecklenburg County, North Carolina for any action arising out of or relating to these Terms.

At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms or the Site(s), including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the laws of the State of North Carolina.



ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE(S) MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**21. Entire Agreement and Admissibility.**

These Terms and any policies or operating rules posted on the Site(s) constitute the entire agreement and understanding between you and Company with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to use of the Site(s) to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**22. Waiver and Severability.**

No waiver of by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of these Terms will remain in place.

**23. Export.**

Certain software or other materials ("Software") that you may download from the Company Site(s) may be further subject to United States Export Controls. No Software from the Company Site(s) may be downloaded or exported contrary to any applicable export law, including but not limited to any applicable prohibitions against download or export as follows: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals. By downloading or using Software downloaded from the Company Site(s), you agree to abide by the applicable laws, rules and regulations — including, but not limited to the Export Administration Act and the Arms Export Control Act — and you represent and warrant that you will not transfer, by electronic transmission or otherwise, this Software to a foreign national or a foreign destination in violation of the law.

**24. Independent Contractors; No Agency Relationship.**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended, nor shall anything herein be interpreted or construed to or create, either expressly or by implication, of these Terms.

**25. How to Contact Us.**

All notices of copyright infringement claims should be sent to the copyright agent above. All other feedback, comments, requests for technical support and other communications relating to the Site(s) should be directed to:

Diversey, Inc.  
Attn: Legal Department  
1300 Altura Road, Suite 125, Fort Mill, South Carolina 29708  
Contact.us@diversey.com