

# **HOOK-FAST SPECIALTIES, INC.**

## **WEBSITE TERMS AND CONDITIONS**

Welcome to the website of **Hook-Fast Specialties, Inc.** (the “**Company**”) and the related hyperlinked web pages (collectively, the “**Website**”). This page states the terms and conditions under which you are authorized to use the Website. *Please read this page carefully.*

The Company reserves the right, at any time, to modify these Website Terms and Conditions, and by using the Website you agree to be bound by these Terms and Conditions and any modifications. If you do not accept these Terms and Conditions, please do not use the Website.

### **Use of the Website**

Unauthorized use of the Website or the materials on the Website, including text, graphics, images and other content (collectively, the “**Website Materials**”) may violate copyright, trademark and other laws. You must retain all copyright and other proprietary notices contained in the original Website Materials on any copy you make of the Website Materials. Unless otherwise expressly set forth in a written agreement between you and the Company, you may not sell or modify the Website Materials or reproduce, display, publicly perform, distribute or otherwise use the Website Materials.

### **Links to other Sites**

The Website may provide links to other websites operated by third party service providers (“**Service Providers**”), either alone or in conjunction with the Company. Websites operated by any Service Provider may be governed by separate terms and conditions. You should refer to those terms and conditions when visiting those websites. Your dealings with, or participation in promotions of a Service Provider, and any other terms, conditions, warranties or representations associated with such dealings, are between you and such Service Provider exclusively and do not involve the Company.

### **Pricing or Typographical Errors**

While the Company strives to provide accurate product and pricing information, pricing or typographical errors may occur. Such errors may occur on the Website or in advertisements placed on the Website. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, the Company shall have the right, at its sole discretion, to refuse orders placed for that item. Prices and availability are subject to change without notice.

### **No Unlawful or Prohibited Use**

As a condition of your use of the Website, you warrant to the Company that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner which could damage, disable, overburden,

or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

### **Intellectual Property**

Unless otherwise noted, all intellectual property rights (including copyrights, trademarks, and trade dress) in the Website Materials are owned, controlled or licensed by the Company or one of its affiliates. In addition, unless otherwise noted, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of the Company and is also protected by U.S. and international copyright laws. The Company and its suppliers and licensors expressly reserve all intellectual property rights in all of the Website Materials.

The names, marks and logos included on the Website and in the Website Materials are, unless otherwise noted, trademarks owned by or licensed to the Company. The use of these marks, except as provided in these Terms and Conditions, is prohibited. From time to time, the Company may use third party trademarks on the Website. Such trademarks shall remain the intellectual property of their respective third party owners, and the Company makes no claim to ownership of any such trademarks.

### **No Warranty**

The Website and the Website Materials are provided to you "As Is." You acknowledge and agree that your use of the Website and the Website Materials is at your own, sole risk. The Company expressly disclaims all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, the Company disclaims any and all warranties, express or implied, for any merchandise offered or displayed on the Website. Moreover, any merchandise offered on the Website or through Service Providers is subject to availability. This disclaimer constitutes an essential part of these Terms and Conditions.

The Company is not responsible for the accessibility or unavailability of services or websites operated by Service Providers or for your interaction and dealings with them.

You further agree that should you use or rely on such content, data, advertisements, goods or services available from, or through, any such Service Provider, the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance.

### **Limitations of Remedies**

In no event will the Company, its shareholders, subsidiaries or affiliates, or any of their respective officers, directors, employees, agents, contractors or other personnel (collectively, the "Affiliates") be liable to you or to any third party for any lost date, lost profits, interruption of business, or special, indirect, direct, incidental, or consequential damages of any kind arising out of the use of the Website or the Website Materials, whether arising in tort (including negligence),

contract, or any other cause of action, and even if the Company or such Affiliate has been advised of the possibility or should have known of such loss or damage.

### **Website Privacy**

The Company may collect personal information that you choose to provide voluntarily when using the Website, and it may use your information to communicate with you and to provide you with the products and services that you request. In addition, the Company may use cookies to collect certain information from you. However, the Company does not use cookies to examine your surfing behavior before or after leaving the Website. Some Service Providers may also use cookies on the Website in connection with advertising or otherwise. The Company does not have access to or control over these third party cookies.

At your option, you may choose to supply personal information to Service Providers. The Company is not responsible for any information that you provide directly to Service Providers. When you choose to interact with Service Providers by purchasing products and services, interacting with an on-line or offline promotion, survey, questionnaire, contest or sweepstakes, you should remember that each website has its own privacy policy, which may or may not be similar to this privacy statement. Unless otherwise specified, any questions you may have regarding any such third party privacy policy should be directed to the applicable Service Provider.

The Company will release information collected on the Website when compelled by a subpoena or court order, or when the Company believes, in its reasonable discretion, that such disclosure is warranted to cooperate with inquiries by law enforcement agencies or in emergencies where physical safety is at risk.

### **Comments, Feedback and Other Submissions**

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to the Company on or by the Website or otherwise disclosed, submitted or offered in connection with your use of the Website (collectively, the “**Comments**”) shall be and remain the Company’s property. Such disclosure, submission or offer of any Comments shall constitute an assignment to the Company of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments and the right to use your name along with such Comments, without restriction and without compensating you in any way.

The Company is, and shall be, under no obligation (i) to maintain any Comments in confidence; (ii) to pay you any compensation for any Comments; or (iii) to respond to Comments. You agree that any Comments submitted by you to the Website will not violate these Terms and Conditions or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You agree that no Comments submitted by you to the Website will be or contain libelous or otherwise unlawful, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of “spam,” and you further agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit.

## **Indemnity**

By using the Website, you agree to defend, indemnify, and hold harmless the Company and the Affiliates from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that the Company may become obligated to pay arising or resulting from your use of the Website, the Website Materials or your breach of these Terms and Conditions. The Company reserves the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim.

## **Termination/Access Restriction**

The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

## **General**

To the maximum extent permitted by law, these Terms and Conditions are governed by the laws of the State of Rhode Island and you hereby consent to the exclusive jurisdiction and venue of courts in the county of Providence, Rhode Island, U.S.A. in all disputes arising out of or relating to the use of the Website. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to your use of the Website or the Website Materials must be filed within one year after such claim or cause of action arose or be forever barred. You further consent and agree that the courts of the State of Rhode Island are the exclusive forum for litigation of any claim or cause of action arising out of or relating to your use of the Website or the Website Materials. Any failure by the Company to exercise any rights or enforce any of these Terms and Conditions shall not constitute a waiver of such rights or terms. If any provision of these Terms and Conditions or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms and Conditions, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law. These Terms and Conditions represent the complete agreement between you and the Company with respect to the subject matter hereof.