



## Terms of Use

Deks North America, Inc. and its affiliates (hereinafter, “us,” “we,” or “Deks”), is committed to maintaining a strong, meaningful, and enjoyable user experience for you and the other users of our Products (defined below).

These Terms of Use (these “Terms”), along with any applicable Other Agreements (defined below) and Deks’ Privacy Policy located at [www.deksus.com/privacy-policy](http://www.deksus.com/privacy-policy), which is incorporated herein by reference (“Privacy Policy”), govern your access to and use of Deks’ websites, [www.dekus.com](http://www.dekus.com) the “Site”), and social media accounts, pages, and other applications (“Social Media Accounts”), including, without limitation, any content, functionality, and Products offered on or through any of the foregoing.

These Terms apply to visitors of the Site or Social Media Accounts, any subscribers of Deks’ publications, newsletters, or notifications, any contributors of content to the Site or Social Media Accounts, any users, viewers, subscribers, or purchasers of Deks’ products or services (“Products”), and any of Deks’ other customers, clients, members, and partners (all of whom may be referred to as “you” in these Terms).

We offer a wide range of Products, and sometimes additional terms of Deks may apply. When you use or purchase certain Products, you may also be subject to additional guidelines, terms, and agreements of Deks that are applicable to such Products, including, without limitation, our Terms and Conditions of Sale at [www.deksus.com/terms-and-conditions](http://www.deksus.com/terms-and-conditions) which are all incorporated herein by reference (“Other Agreements”). If these Terms are inconsistent with the Other Agreements, those Other Agreements will control.

**BY CLICKING BY VIEWING, USING, REGISTERING, OR ACCESSING THE SITE OR SOCIAL MEDIA ACCOUNTS, YOU ACCEPT AND AGREE TO BE BOUND TO AND ABIDE BY THESE TERMS. PLEASE READ THESE TERMS AS WELL AS THE PRIVACY POLICY AND OTHER AGREEMENTS CAREFULLY.**

**YOU MAY NOT ACCESS OR USE THE SITE OR SOCIAL MEDIA ACCOUNTS, IF YOU (A) DO NOT AGREE TO THESE TERMS, THE PRIVACY POLICY, AND ANY APPLICABLE OTHER AGREEMENTS, (B) ARE NOT AT LEAST 18 YEARS OLD, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR SOCIAL MEDIA ACCOUNTS BY APPLICABLE LAW.**

**YOU HEREBY REPRESENT THAT YOU (A) HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS, THE PRIVACY POLICY, AND ANY APPLICABLE OTHER AGREEMENTS, (B) WILL BE FINANCIALLY RESPONSIBLE FOR YOUR ACCESS TO OR USE OF THE SITE OR SOCIAL MEDIA ACCOUNTS, (C) ARE AT LEAST 18 YEARS OLD, AND (D) MAY OTHERWISE ENTER INTO AND FORM BINDING CONTRACTS UNDER APPLICABLE LAW.**

**IF YOU CHOOSE NOT TO ACCEPT THESE TERMS, DO NOT CLICK VIEW, REGISTER FOR, ACCESS, OR USE THE SITE OR SOCIAL MEDIA ACCOUNTS.**

### **ABOUT DEKS**

Deks designs, manufactures, and assembles flashings, fittings, flanges, and various other roofing and plumbing products. Deks has over a century of experience to draw on. You can trust us to deliver a product that works. For more information about us, please refer to [www.deksus.com](http://www.deksus.com).

### **CONSENT TO RECEIVE COMMUNICATIONS**

By using the Site or Social Media Accounts, or otherwise providing your information to Deks, you agree that you may receive communications from Deks, including, but not limited to, emails, text

messages, newsletters, promotions, special offers, account reminders and updates. Any applicable charges you incur as a result of a particular method of communication by Deks shall be your sole responsibility. You also understand that you may remove yourself from non-transaction-based communications by clicking the "Unsubscribe" link in the footer of the actual email. When you use the Site or Social Media Accounts, or send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as emails, texts, mobile push notifications, or notices and messages on the Site or Social Media Accounts, or through other third party service provider accounts. 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.

### USE OF THE SITE

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You agree to comply with all applicable laws and regulations regarding your use of and access to the Site. Notwithstanding anything contained herein to the contrary, you agree you will **not** engage in any of the following prohibited activities in connection with the Site:

- (a) Breach, violate, or circumvent any federal, state, local, or international laws or regulations, third-party rights or our systems, or policies;
- (b) use the Site if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using the Site;
- (c) manipulate or interfere with any other user's posting or content on or use of the Site;
- (d) exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- (e) send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards set out in these Terms;
- (f) transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- (g) impersonate another person or otherwise misrepresent your affiliation with a person or entity;
- (h) hide or attempt to hide your identity;
- (i) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- (j) upload, introduce, or distribute invalid data, Trojan horses, logic bombs, viruses, worms, or any other technologies or materials that are malicious or technologically harmful;
- (k) use any robot, spider, scraper, data mining tools, data gathering and extraction tools or other automated means to access the Site for any purpose, except with the prior express permission of Deks;
- (l) interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site;
- (m) interfere with the working of the Site or impose an unreasonable or disproportionately large load on our infrastructure;

- (n) export or re-export any Deks application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- (o) infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "**Intellectual Property Rights**") that belong to or are licensed to Deks, including, without limitation, reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Deks;
- (p) infringe any Intellectual Property Rights that belong to third parties or post content that does not belong to you;
- (q) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Site is stored, or any server, computer, or database connected to the Website;
- (r) commercialize any Deks application or any information or software associated with such application, except with the prior express permission of Deks;
- (s) attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- (t) harvest or otherwise collect information about users from the Site; or
- (u) circumvent any technical measures we use to provide the Site.

**USER SUBMISSIONS AND OTHER CONTENT**

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**User Submissions:**

The Site or Social Media Accounts may now or sometime in the future contain message boards, forums, bulletin boards, or other interactive features that may allow you to submit, post, or upload various forms of media content and written communications, including, without limitation, text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials, as well as suggestions, ideas, comments, likes, questions, events, updates, or other information (collectively, "**Submissions**"). All of your Submissions will be considered non-confidential and non-proprietary and must comply with these Terms. Deks reserves the right to remove or edit any of your Submissions, but does not regularly review Submissions (including Submissions by you or other users). You agree to pay for all royalties, fees, and any other monies owing any person by reason of and otherwise be fully responsible for your Submissions (including the legality, reliability, accuracy, and appropriateness of your Submissions). Deks takes no responsibility and assumes no liability for any Submissions provided by you or any third party.

**Content Standards:**

Submissions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Submissions must **not**:

- (a) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- (b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (c) infringe any Intellectual Property Rights or other rights of any other person;

- (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and the Privacy Policy;
- (e) be likely to deceive any person;
- (f) promote any illegal activity, or advocate, promote, or assist any unlawful act;
- (g) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy or be otherwise injurious to any other person;
- (h) impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- (i) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;
- (j) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case;
- (k) be materially unrelated to the industry/market applicable to the Deks community; or
- (l) consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam" or unsolicited commercial electronic messages.

### **Ownership of Submissions:**

You represent and warrant that (a) you own the Submissions posted by you or otherwise have the right to grant the license set forth above, (b) the posting and use of your Submissions do not violate the privacy rights, publicity rights, contract rights, Intellectual Property Rights or any other rights of any person, and (c) the posting of your Submissions does not result in a breach of contract between you and a third party. By displaying or publishing any Submissions, you hereby grant to Deks a non-exclusive, fully paid and royalty-free, worldwide, sub-licensable (through multiple tiers) license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such Submissions and all Intellectual Property Rights contained therein, including, without limitation, distributing part or all of such Submissions in any media formats through any media channels. To the fullest extent permitted under applicable law, you waive your right to enforce against Deks, our assignees, our sub-licensees, and their assignees your Intellectual Property Rights in your Submissions in connection with our, those assignees', and those sub-licensees' use of such Submissions.

### **Monitoring and Enforcement:**

You agree that Deks has the right, but not the obligation, to (a) monitor at any time, for any reason at its sole discretion, all Submissions and other material and content posted on or through the Site or Social Media Accounts, or the usage of the Site or Social Media Accounts, and/or (b) take any action (without prior notice) with respect to any Submissions that we deem necessary or appropriate in our sole discretion, including if we believe that such Submission violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or Social Media Accounts, or the public, or could create liability for Deks, including, without limitation, reviewing, censoring, deleting, or prohibiting the transmission or receipt of any Submissions. During monitoring, data may be examined, recorded, copied, and used by Deks. Use of the Site or Social Media Accounts by you, authorized or unauthorized, constitutes consent to such foregoing monitoring. Without limiting the foregoing, we have the right to cooperate fully 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 or Social Media Accounts. YOU WAIVE AND HOLD HARMLESS Deks AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Deleted Submissions:**

Deleted Submissions may be stored by Deks in order to comply with certain legal obligations and is not retrievable without a valid court order. Consequently, we encourage you to maintain your own backup of your Submissions. In other words, Deks is not a backup service. Deks will not be liable to you for any modification, suspension, or discontinuation of the Site or Social Media Accounts, or the loss of any Submissions.

### **Other Content:**

While we try to offer reliable data, we cannot promise that any Submissions or other content provided through the Site or Social Media Accounts will always be available, accurate, complete, and up-to-date. You agree that Deks is not responsible for examining or warranting any Submissions or other content provided by other users or third parties through the Site or Social Media Accounts, and you will not attempt to hold us liable for any inaccuracies. It is your responsibility to review and verify any Submissions or other content provided by other users' or third parties' submissions and activities. The Submissions or other content provided through the Site or Social Media Accounts may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings and not to create any derivative works based on such Submissions and other content. If you have any concerns about inappropriate or unsafe Submissions or Submissions that otherwise violate these Terms, you may report such Submissions by sending us written notice in accordance with these Terms. After reviewing reported items, we'll take them down if we believe necessary.

## **COPYRIGHT INFRINGEMENT POLICY**

### **Generally:**

Deks respects the intellectual property of others and desires to offer the Site or Social Media Accounts that contain no content that violates those rights. These Terms require that information posted by users be accurate, lawful and not in violation of the rights of third parties. To promote these objectives, Deks provides a process for submission of complaints concerning Submissions posted by others on the Site or Social Media Accounts. Please note that whether or not we disable access to or remove content, Deks may make a good faith attempt to forward the written notification, including the complainant's contact information, to the user who posted the content and/or take other reasonable steps to notify the user that Deks has received notice of an alleged violation of Intellectual Property Rights or other content violation. It is also our policy, in appropriate circumstances and in our discretion, to disable and/or terminate the access of users, or groups as the case may be, who infringe or repeatedly infringe the rights of others or otherwise post unlawful content. Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice.

### **Notice of Copyright Infringement:**

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), Deks has implemented procedures for receiving written notification of claimed infringements. Deks has also designated an agent to receive notices of claimed copyright infringement. If you believe in good faith that your copyright has been infringed, you may send us a written notice identifying the copyright infringement, which contains:

## Terms of Use

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) a description specifying the location on the Site or Social Media Accounts of the material that you claim is infringing;
- (d) your email address and your mailing address and/or telephone number;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf;
- (g) a true and correct copy of a Copyright Registration Certificate issued by an appropriate governmental unit with respect to the copyrighted work upon which the claim is based; and
- (h) a true and correct copy of the deposit of the copyrighted work submitted by you to the appropriate governmental unit in connection with the your application to register the copyrighted work.

Please submit your notice to our designated copyright agent:

Deks North America, Inc.  
2700 West Roosevelt Road  
Chicago, IL, USA 60608  
Attention: Copyright Agent  
[deksusa@deks.com.au](mailto:deksusa@deks.com.au)

**Counter-Notice.** If you believe that a notice of copyright infringement has been improperly submitted against you, you may submit a counter-notice, pursuant to Sections 512(g)(2) and (3) of the DMCA. You may send us written notice identifying your counter-notice regarding a claim of copyright infringement, which contains:

- (a) your physical or electronic signature;
- (b) identification of the material removed or to which access has been disabled;
- (c) a statement under penalty of perjury that you have a good faith belief that removal or disablement of the material was a mistake or that the material was misidentified;
- (d) your full name, your email address, your mailing address, and a statement that you consent to the jurisdiction of the Federal District court (i) in the judicial district where your address is located if the address is in the United States, or (ii) located in the judicial district of Lancaster County, Nebraska, if your address is located outside the United States, and that you will accept service of process from the complainant submitting the notice or his/her authorized agent.

Please submit your counter-notice to Deks' designated copyright agent to the address specified above.



### **SOCIAL MEDIA ACCOUNTS POLICY**

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#### **Generally:**

Your use or viewing of or access to Deks' Social Media Accounts, such as social networking pages or profiles, blogs, and file sharing sites (i.e., Facebook, Twitter, LinkedIn, Instagram), is subject to these Terms, the Privacy Policy, and the terms of use of the applicable social media platform. Deks may post links, offers, or other information or statements on its social media accounts. Deks reserves the right to discontinue any of the Social Media Accounts at any time.

#### **No Representation or Warranty:**

The information presented on or through the Social Media Accounts is made available solely for general information purposes. We do not represent or warrant the accuracy, completeness, usefulness, timeliness, currentness, or reliability of such information. You agree and acknowledge that your review of all content on the Social Media Accounts is at your own risk, and you should not rely on any information or advice presented on or through the Social Media Accounts. Any reliance you place on such information or advice is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our social media accounts, or by anyone who may be informed of any of its contents. In addition, you agree that Deks is not responsible, and shall have no liability to you, with respect to any information on the Social Media Accounts, even if it is defamatory, offensive, or illicit.

#### **No Endorsement:**

Deks does not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on the Social Media Accounts. Any online information or material, including advice and opinions, are the views and responsibility of those making the comments. Also, please keep in mind that if Deks follows another user's account, "likes" another page, re-tweets, "favorites," shares, or otherwise re-posts another user's content, such an action does not constitute an endorsement.

#### **Content on Social Media Accounts:**

All comments submitted or posted on the Social Media Accounts are considered Submissions and subject to the terms, conditions, requirements, and restrictions concerning Submissions as outlined above. In addition, Deks reserves the right to review, delete, edit, or move any Submissions on the Social Media Accounts and/or to block any social media follower in its discretion.

#### **Use of Social Media Accounts:**

The Social Media Accounts are not the appropriate place to resolve issues, complaints, or suggestions about individual sales and service experiences of our Products. This does not mean we do not want to hear about such issues, but these types of concerns are best handled by trained representatives. If you're interested in sharing comments or feedback outside the scope of the Social Media Accounts, you can send a message through our contact page at [www.deksus.com/contact-us](http://www.deksus.com/contact-us). Comments may be forwarded to other Deks departments and personnel to ensure appropriate follow-up.

### **THIRD PARTY LINKS**

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The Site or Social Media Accounts may contain links to third-party websites, advertisers, or services that are not owned or controlled by Deks. Where Deks provides such third-party links, no representations or endorsements are made in connection with such sites. Deks has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. If you access a third-party website from the Site or Social Media Accounts, you do so at your own risk, and you understand that these Terms, the Privacy Policy, and any applicable Other Agreements do not apply to your use of such sites. You expressly relieve Deks from any and all liability arising from your use of any third-party website or services or third-party owned content. Additionally, your dealings with or participation in promotions of advertisers found through the Site

or Social Media Accounts, including payment and delivery of goods and any other terms (such as warranties), are solely between you and such third parties. You agree that Deks shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties. We encourage you to be aware of and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

### **MODIFICATION AND AVAILABILITY**

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Deks may, at any time, delete, modify, or supplement any portion or all of the Site or Social Media Accounts, without prior notice. Deks reserves the right, for any reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the Site or Social Media Accounts, including, but not limited to, content, features or hours of availability. Deks may also impose limits on certain features of the Site or Social Media Accounts, or restrict your access to all or part of any of the Site or Social Media Accounts, without notice or penalty. Deks does not guarantee continuous, uninterrupted, or secure access to the Site or Social Media Accounts. The operation of the Site or Social Media Accounts may be interfered with by numerous factors outside of our control. Deks shall not be responsible for any service interruptions, including, but not limited to, interruptions that may affect the receipt, processing, and acceptance of orders.

### **SECURITY**

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We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

### **INTELLECTUAL PROPERTY**

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The Site or Social Media Accounts contain trademarks, trade names, content, features, functionality, video, audio, images, displays, works of authorship, text, files, photos, designs and other material of Deks ("**Deks Content**"). Deks Content and all Intellectual Property Rights thereto are protected by United States and international copyright, trademark, patent, trade secret and other proprietary or Intellectual Property Rights laws and Deks or its licensors is and shall at all times remain the sole and exclusive owner of the Deks Content and all Intellectual Property Rights thereto. Deks hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Deks Content (excluding any software code) solely for your personal use in connection with viewing or using the Site or Social Media Accounts. Except as expressly authorized by Deks, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Site or Social Media Accounts, or the Deks Content, in whole or in part. In connection with your use of the Site or Social Media Accounts, you shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or Social Media Accounts other than as specifically authorized herein is strictly prohibited. The technology underlying any of the Site or Social Media Accounts is the property of Deks, our affiliates, licensors, and/or contractors. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Site or Social Media Accounts. Any rights not expressly granted herein are reserved by Deks.

The name "Deks" and all other Deks marks, logos, product and service names, designs, and phrases that we use on the Site or in connection with our Products are trademarks, service marks, or trade dress of Deks or its affiliates or licensors. You may not use such marks without the express written prior permission of Deks. Other company, product, and service names and logos used and displayed through the Site or Social Media Accounts may be trademarks or service marks of their respective



owners who may or may not endorse or be affiliated with or connected to Deks and may not be used by you without permission. Any use of such marks, or any others displayed on through the Site or Social Media Accounts, will inure solely to the benefit of their respective owners.

### **INDEMNIFICATION, DISCLAIMER, LIABILITY, AND RELEASE**

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#### **Indemnification:**

You agree to indemnify and hold harmless Deks, its affiliated companies and their respective officers, directors, employees, managers, agents, successors and assigns ("**Indemnified Parties**") from and against any claim or demand (including reasonable attorneys' and experts' fees and costs) made by any party due to or arising out of your (a) breach of these Terms, (b) improper use of the Site or Social Media Accounts, or (c) breach of any law or the rights of a third party. Deks shall promptly notify you in writing of any threatened or actual claim or demand and reasonably cooperate with you to facilitate the settlement or defense thereof. You shall have sole control of the defense or settlement of any claim or demand, provided that Deks, at its option and expense, may participate and appear on an equal footing with you. You shall not settle any claim or demand without the written consent of the Indemnified Parties, with such consent not to be unreasonably withheld or delayed.

#### **Disclaimer:**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEKS CONTENT AND THE SITE OR SOCIAL MEDIA ACCOUNTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER DEKS NOR ANY PERSON ASSOCIATED WITH DEKS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE OR SOCIAL MEDIA ACCOUNTS, OR THE DEKS CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER DEKS NOR ANYONE ASSOCIATED WITH DEKS REPRESENTS OR WARRANTS THAT THE SITE OR SOCIAL MEDIA ACCOUNTS, THE DEKS CONTENT, OR ANY OTHER CONTENT OR SUBMISSIONS POSTED ON OR THROUGH THE SITE OR SOCIAL MEDIA ACCOUNTS WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR SOCIAL MEDIA ACCOUNTS OR THE SERVER THAT MAKES THE SITE OR SOCIAL MEDIA ACCOUNTS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR SOCIAL MEDIA ACCOUNTS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. DEKS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY ACTS OR OMISSIONS OF OTHER USERS OF THE SITE OR SOCIAL MEDIA ACCOUNTS. IF YOU ARE DISSATISFIED WITH THE SITE OR SOCIAL MEDIA ACCOUNTS, OR ANY OF OUR PRODUCTS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE SOCIAL MEDIA ACCOUNTS, OR OUR PRODUCTS. Some jurisdictions do not allow the disclaimer of warranties, so such disclaimer may not apply to you.

#### **Limitation of Liability:**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DEKS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF DEKS OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, MANAGERS, AGENTS AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) YOUR USE OF OR YOUR INABILITY TO USE THE SITE OR SOCIAL MEDIA ACCOUNTS;

- (b) THE DEKS CONTENT OR OTHER GUIDANCE PROVIDED BY DEKS;
- (c) DEFECTS IN OR ANY INACCURACIES CONTAINED IN THE SITE OR SOCIAL MEDIA ACCOUNTS;
- (d) DELAYS OR DISRUPTIONS IN THE SITE OR SOCIAL MEDIA ACCOUNTS;
- (e) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OR LINKING TO THE SITE OR SOCIAL MEDIA ACCOUNTS;
- (f) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SITE OR SOCIAL MEDIA ACCOUNTS;
- (g) DAMAGE TO YOUR HARDWARE DEVICE FROM THE USE OF THE SITE OR SOCIAL MEDIA ACCOUNTS;
- (h) THE CONTENT, ACTIONS OR INACTIONS OF THIRD PARTIES, INCLUDING ANY SUBMISSIONS POSTED ON OR THROUGH THE SITE OR SOCIAL MEDIA ACCOUNTS OR THE MISREPRESENTATIONS OF ANY THIRD PARTY;
- (i) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT OR THE SITE OR SOCIAL MEDIA ACCOUNTS OR BREACH OF ANY OF THESE TERMS; OR
- (j) YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THESE TERMS, THE PRIVACY POLICY, OR ANY OTHER AGREEMENTS.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF DEKS TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) ARISING FROM THESE TERMS OR YOUR ACCESS TO OR USE OF THE SITE OR SOCIAL MEDIA ACCOUNTS EXCEED, IN THE AGGREGATE, \$100.00.

Some jurisdictions do not allow the exclusion of damages, so such exclusions may not apply to you. The limitation of liability set forth above shall only apply to the extent permitted by applicable law.

**Limitation on time to file claims:**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE THE SITE OR SOCIAL MEDIA ACCOUNTS MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Release:**

If you have a dispute with one (1) or more users of the Site or Social Media Accounts, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. IN ENTERING INTO THESE TERMS, YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THE RELEASE CONTAINED HEREIN TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THESE TERMS, INCLUDING, WITHOUT LIMITATION, CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

### **TERMINATION**

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Without limiting any other remedies, Deks shall have the right to terminate your access to the Site or Social Media Accounts, without notice, in Deks' sole discretion for any reason or no reason, including, without limitation, if we determine that you have violated these Terms.

### **MISCELLANEOUS**

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#### **Governing Law:**

By accessing the Site or Social Media Accounts, you agree that these Terms and your use of the Site shall be governed exclusively by the laws of the State of Illinois without regard to conflict of laws principles, regardless of your location when accessing the Site or Social Media Accounts. These Terms are entered into and performed in Chicago (Cook County), Illinois, USA. These Terms do not give rise to personal jurisdiction over Deks, either specific or general, in jurisdictions other than Illinois. Deks makes no representation that the Site or Social Media Accounts are appropriate or will be available for use in other locations.

#### **Dispute Resolution:**

The parties shall attempt to resolve any disputes through good faith business negotiations or facilitative mediation in Chicago, Illinois. Except as otherwise determined by Deks, in its sole discretion, all disputes or claims arising out of or relating to the Agreement shall be settled by arbitration, to be conducted by a single arbitrator in Chicago, Illinois, by and in accordance with the then effective commercial rules of the American Arbitration Association; provided that the arbitrator shall not have authority to issue injunctions. The proceedings shall be conducted only in the English language. Judgment upon the award may be entered in any court having jurisdiction thereof. Other legal proceedings, if any, shall be initiated and maintained in Chicago, Illinois. The parties expressly submit to the exclusive personal jurisdiction and venue of these forums and courts and waive any objection on the grounds of personal jurisdiction, venue, or *forum non conveniens*.

#### **Attorneys' Fees and Costs:**

If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by any party to enforce its rights under these Terms against the other party, all fees, costs and expenses, including, without limitation, cost of arbitration, reasonable attorneys' fees and court costs, incurred by Deks, if it is the prevailing party in such litigation, action, arbitration or proceeding, shall be reimbursed by you; provided, that if Deks prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by Deks on an equitable basis.

#### **Amendment of these Terms:**

Deks may, modify, add or remove any portion of these Terms from time to time, in its sole discretion with or without notice to you, by posting such changes on the Site or App. Once posted such changes shall come into full force and effect. In addition to other forms of acceptance, use of the Site or Social Media Accounts constitutes acceptance of these Terms, including continued use after such changes are posted. It is your responsibility to check periodically for changes to these Terms.

#### **Notices:**

Any notice to Deks must be in writing and must be sent via email to [deksusa@deks.com.au](mailto:deksusa@deks.com.au) and by registered mail or overnight courier to Deks North America, Inc., 2700 West Roosevelt Road, Chicago,

IL, USA 60608. Any notice to you shall be given by email to the email address provided to you during registration as a registered member, or as subsequently updated by you, any of which you agree shall be sufficient notice to you. Notice shall be deemed to have been given to you upon twenty-four (24) hours after it has been sent or at the time the information was posted on or through the Site or Social Media Accounts. If you change your email address, you are responsible for notifying us.

**Severability:**

If any provision of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

**No Waiver:**

The failure by Deks to exercise or enforce any rights or provisions of these Terms shall not constitute a waiver of such right or provision.

**No Partnership:**

No partnership, joint venture, franchisor-franchisee, or agency relationship is intended or created by these Terms.

**Assignment:**

You may not assign or transfer these Terms or your obligations hereunder in whole or in part, whether by operation of law or otherwise, without Deks' prior written consent. In the event of a permitted transfer, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. To the extent any novation is required for Deks to assign these Terms, you hereby appoint the officers of Deks as your attorney-in-fact to execute all documents necessary to consummate such novation. Deks may assign or transfer these Terms or its obligations hereunder in whole or in part, whether by operation of law or otherwise, without obtaining your consent.

**Survival:**

All provisions in these Terms regarding representations and warranties, content, indemnification, disclaimers and limitations on liability shall survive any termination of these Terms.

**Force Majeure:**

Any delay in the performance of any duties or obligations of Deks will not be considered a breach of these Terms if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of Deks, provided that Deks uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable.

**Language:**

If a translation of these Terms into any other language is required by law, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. If these Terms are provided to you in a language other than English, Deks does so solely for your convenience.

**Entire Agreement:**

These Terms, the Privacy Policy, and any applicable Other Agreements contain the entire agreement between you and Deks, and supersede all previous communications, representations, understandings and agreements, either oral or written, between us.

**CONTACT INFORMATION**

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## Terms of Use

If you have any questions or concerns about these Terms, please call us at 1-312-219-2110 or send an email message to [deksusa@deks.com.au](mailto:deksusa@deks.com.au). You may also direct your comments or questions to the address below:

Deks North America, Inc.,  
2700 West Roosevelt Road,  
Chicago, IL, USA 60608.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**Last modified December 13, 2019**