

Terms of Use

Effective as of March 24th, 2017

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This Site may include an online store area that enables you to purchase certain of our products directly on this Site, and your use of such area (including purchases) will be subject to additional terms and policies posted therein, such as our terms of sale, product warranty, shipping, and return policies. Please carefully review all such additional terms and policies prior to making a purchase on this Site.

Electronic Communications

If you contact us on this Site or via email, you agree to communicate with us electronically, and you acknowledge and 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.

Changes to These Terms of Use

We may change and update these Terms of Use from time to time. We will inform you of any material changes to these Terms of Use by posting a notice on this Site. If you are on our emailing list, we may also notify you of such material changes via email. By continuing to use this Site after such notice, you agree to be bound by these Terms of Use as modified.

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- remove any IDEAL copyright, trademark or other proprietary rights or legal notices contained in any Site Content;
- interfere in any way with the operation of this Site or any server, network or system associated with this Site, including, without limitation: hacking, mail-bombing, flooding, overloading, or making “denial of service” attacks; probing, scanning or testing the vulnerability of this Site or any server, network or system associated with this Site; breaching or circumventing firewall, encryption, security or authentication routines; accessing data not intended for you, or accessing another’s account that you are not expressly authorized to access;
- use any automated program, tool or process (including, without limitation, web crawlers, robots, bots, spiders, and automated scripts) to access this Site or any server, network or system associated with this Site, or to extract, collect, harvest or gather content or information from this Site;
- frame or otherwise create a browser or border environment around any page of this Site or any Site Content, or deep-link to any internal page or area of this Site;
- use any Site Content or any IDEAL Marks to confuse or mislead the public or to falsely suggest an affiliation or association between you or your business, product or service, on one hand, and IDEAL, on the other hand; or
- impersonate another, or provide us with false information, or make unauthorized use of another’s information.

User Content

As used herein, “**User Content**” means any content originated by users on this Site, such as user-submitted messages, comments, ideas, suggestions, photos, images, videos, etc., but excluding content that contains or is derived from IDEAL’s intellectual property. To the extent User Content submitted by you includes any element of your identity (name, voice, photograph, likeness, biographical information, etc.), you acknowledge and agree that such element of your identity will be treated as part of your User Content.

You retain ownership in User Content submitted by you. However, by submitting User Content to IDEAL (whether your submission is solicited or unsolicited), you:

- (i) irrevocably grant to IDEAL and its licensees a non-exclusive, perpetual, worldwide, royalty-free, transferable and sublicensable license to use, reproduce, display, perform, publish and distribute your User Content (including any element of your identity, if included in your User Content) in any format or medium, including on this Site and/or any other website (including social media) as IDEAL deems desirable, for advertising, marketing, promotional, educational, or other lawful (commercial and noncommercial) purposes of IDEAL;
- (ii) represent and warrant that: (1) you are the sole author and owner of your User Content; (2) your User Content does not violate any third-party right (including, without limitation, any third-party copyright, trademark, right of privacy or right of publicity), or violate any applicable law; and (3) your submission is voluntary and consensual and is made without any condition of compensation (whether monetary or otherwise), attribution, anonymity, secrecy or confidentiality; and
- (iii) acknowledge and agree that: (1) IDEAL and its licensees will have no obligation whatsoever to use your User Content; (2) to the extent your User Content is used on this Site or on any other IDEAL affiliated website, IDEAL will have the absolute right, at any time and in its sole discretion, to remove, delete, or block or disable access to, your User Content, if IDEAL determines, in its sole judgment, that your User Content violates these Terms of Use or any applicable law, or may expose IDEAL to liability of any kind, or may adversely affect the reputation or goodwill of IDEAL; and (3) to the extent your User Content is used by a licensee of IDEAL, such licensee will have the same right described above with respect to your User Content.

IDEAL’s DMCA Policy

To comply with the Digital Millennium Copyright Act (Title 17, United States Code) (“**DMCA**”), IDEAL will respond to proper notifications of claimed copyright infringement with respect to User Content on this Site, and will take appropriate action including expediently removing and disabling access to the allegedly infringing User Content. IDEAL also has a policy of terminating, in appropriate circumstances, the account of any registered user on this Site who is determined by IDEAL to be a repeat infringer.

Designated Agent: In compliance with the DMCA, the following is IDEAL’s Designated Agent to receive notifications of claimed copyright infringement by User Content on this Site:

By mail:

IDEAL INDUSTRIES, INC.
Attn.: Legal Department
1375 Park Ave
Sycamore, IL 60178

By Telephone: 800-435-0705

By Email: Privacy@idealindustries.com

Notice of Claimed Copyright Infringement: If you believe that your copyright has been infringed or violated by any User Content found on this Site, please notify the Designated Agent listed above in writing and provide the following requisite information:

- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) 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 the service provider to locate the material;
- (iv) information reasonably sufficient to permit the service provider 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;
- (v) 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
- (vi) 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.

Counter-Notification to Claimed Copyright Infringement: Under the DMCA, if a notice of copyright infringement has been filed against User Content submitted by you on this Site, you may make a counter-notification with the Designated Agent listed above, which counter-notification must be in writing and contain the following requisite information:

- (i) your physical or electronic signature;
- (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

- (iii) a statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located (or in the State of Illinois, USA, if you reside outside of the United States), and that you will accept service of process from the person who filed the notice of copyright infringement or an agent of such person.

If IDEAL receives a valid counter-notification, it may reinstate the removed or disabled User Content in accordance with the DMCA. Please note that, under the DMCA, any person who knowingly makes material misrepresentations in a notification of claimed infringement or any counter-notification may be liable for damages.

Links to Third Parties

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We aim to display our product information on this Site as accurately as possible. However, because actual colors you see depend on your monitor or device, we cannot guarantee your monitor’s or device’s display of any color will accurately reflect actual product color or finish. Also, product information displayed on this Site may contain typographical or other human errors and may not be 100% complete or current despite our efforts. Accordingly, we do not guarantee or warrant that all product information and images displayed on this Site will be accurate in all respects.

We do not guarantee the availability of any product displayed on this Site, and we reserve the right at any time to change or discontinue any product without notice or liability to you.

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We may from time to time conduct prize promotions (sweepstakes, contests, etc.) on this Site. Participation in such prize promotions will be subject to our published official rules.

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BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TOTAL LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

User Indemnity

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS IDEAL AND THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FOR AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LEGAL COSTS) ARISING OUT OF OR RELATING TO (I) YOUR USE OF THIS SITE OR ANY SITE CONTENT OR (II) ANY USER CONTENT SUBMITTED BY YOU.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois, U.S.A. (without regard to the conflict of laws provisions thereof). *You and IDEAL agree that the United Nations Convention on Contracts for the International Sale of Goods shall NOT apply to these Terms of Use or your use of this Site (including any purchase you make on this Site).*

Arbitration Agreement

You and IDEAL agree that any dispute or claim relating to your use of this Site will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify and (ii) IDEAL may bring actions in court to enforce intellectual property rights. The United States Federal Arbitration Act and federal arbitration law apply to these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the provisions of these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim, to:

*IDEAL Industries Inc.
1375 Park Ave.
Sycamore, IL 60178 USA
Attn: General Counsel / Arbitration Notice*

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules. The AAA’s rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules. IDEAL will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. IDEAL will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

YOU AND IDEAL EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND IDEAL EACH WAIVE ANY RIGHT TO A JURY TRIAL.

Miscellaneous

- We reserve the right at any time, in our sole discretion, with or without notice, and without liability to you or other users, to: (i) modify, suspend, remove or terminate this Site or any portion thereof; (ii) monitor any user’s activities on this Site to verify and ensure that user’s compliance with these Terms of Use and any applicable law; and (iii) investigate any suspected or alleged violation of these Terms of Use or any applicable law and cooperate with authorities in such investigation.

- This Site is not intended for or directed to anyone under the age of 18. By using this Site, you warrant that you are at least 18 years of age.
- You acknowledge and agree that IDEAL may at any time, without notice or your consent, transfer this Site, including all Site Content and all user information associated with this Site, to an affiliate of IDEAL or to a third party that merges with IDEAL or acquires IDEAL's business or assets.
- If any provision contained in these Terms of Use is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed modified in such manner as to render such provision valid, legal, and enforceable to the fullest extent permitted by law in such jurisdiction, and the remaining provisions contained in these Terms of Use shall not be affected and shall remain in full force and effect.
- A failure by IDEAL to exercise or enforce any right or provision under these Terms of Use will not constitute a waiver of the right or provision. Any waiver of any provision under these Terms of Use will only be effective if it is in writing and signed by IDEAL.