



Justrite Safety Group

## **AccuformNMC – Websites Terms of Use**

Welcome to the AccuformNMC's website.

These Terms of Use are entered into by and between you and AccuformNMC, and any of its subsidiary brands or companies. The following Terms of Use, together with the Privacy Policy, Terms and Conditions for Website Orders and other disclaimers that appear elsewhere on the Websites, which are incorporated herein by reference (collectively, the "Terms of Use"), govern your access to and use of the Websites, including any functionality, goods, and services offered on or through the Websites.

Please read the Terms of Use carefully.

By either: (1) using the Websites, or (2) clicking on the "I Agree" check box, you accept and agree to be bound and abide by these Terms of Use. If you do not agree to these Terms of Use, you must not access or use the Websites. "You" and similar terms means you as an individual, as well as the business or entity on whose behalf you are using the Websites, and you represent and warrant that you are authorized to enter into this agreement on behalf of yourself and such business or entity.

The Websites are owned and controlled by AccuformNMC and are operated with the assistance of certain third parties.

## **Site Contents**

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We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Websites thereafter. Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

## **OUR DISCLAIMER OF WARRANTIES**

THE WEBSITES, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ACCUFORMNMC AND ITS EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, AGENTS, VENDORS, AND CONTRACTORS (COLLECTIVELY, THE "ACCUFORMNMC PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE WEBSITES; (B) THE MATERIALS; (C) USER CONTENT; (D) ANY PRODUCTS OR SERVICES OFFERED OR REFERENCED AT THE WEBSITES; OR (E) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO ACCUFORMNMC OR VIA THE WEBSITES. IN ADDITION, THE



## Justrite Safety Group

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### **LIMITATION OF LIABILITY; WAIVER**

UNDER NO CIRCUMSTANCES WILL THE ACCUFORMNMC PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE WEBSITES; (B) THE MATERIALS; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE WEBSITES; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE ACCUFORMNMC PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEBSITES; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER RIGHTS OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE WEBSITES' TECHNICAL OPERATION; OR (H) ANY DAMAGE TO ANY USER'S DEVICE, SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE ACCUFORMNMC PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEBSITES). IN NO EVENT WILL THE ACCUFORMNMC PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE ACCUFORMNMC PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU TO ACCUFORMNMC, IF ANY).



Justrite Safety Group

### **Indemnification**

You agree to indemnify and hold harmless the AccuformNMC Parties from and against any and all claims and expenses, including attorneys' fees, whether made by you, or on your behalf, or by any third party arising out of your use of or access to the Websites or their content, including but not limited to claims arising out of (i) your violation of these Terms of Use; (ii) your violation of any third-party right including any copyright, trademark, trade secret, or privacy right; (iii) any misrepresentation made by you; and (iv) AccuformNMC's use of your information. You agree to promptly notify AccuformNMC and cooperate fully with AccuformNMC in the defense of any claim. AccuformNMC reserves the right to assume the exclusive defense and control of any claim indemnified under this section by you.

### **Intellectual Property Rights**

Unless otherwise noted, the Websites and their entire content, features and functionality (including all information, software, text, displays, images, video, audio, and the compilation thereof) are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by AccuformNMC, its suppliers or affiliates, or by third parties who have licensed their materials to AccuformNMC and are protected by U.S. and international copyright, trademark, patent, trade secret and other intellectual property or proprietary laws.

AccuformNMC and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content, and other materials that appear on the Websites. Access to the Websites does not confer and shall not be considered as conferring upon anyone any license under any of AccuformNMC's or any third party's intellectual property rights.

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### **Third Party Resources; Links**

If the Websites contain links to other sites and resources provided by third parties, the links are provided for your convenience only. This includes links contained in advertisements. We have no control over the contents of such sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. The availability of any third-party site or resource through the Websites does not imply our endorsement of or our affiliation with any provider of such third-party site or resource. If you decide to access any third-party site or resource linked to the Websites, you do so at your own risk and subject to the terms and conditions of use for such site or resource.



Justrite Safety Group

### **Linking to the Website and Social Media Features**

You may link to the Websites, 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.

The Websites 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 Websites.
- b. Send emails or other communications with certain content, or links to certain content, on the Websites.
- c. Cause limited portions of content on the Websites 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 us solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

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

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Copyright: Infringing Material/DMCA (Notification Procedures).**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Websites infringe your copyright, you may request removal of those materials (or access to them) from the Websites by submitting written notification to the email address listed in "Contact Information" below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- a. Your physical or electronic signature.
- d. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Websites, a representative list of such works.
- e. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- f. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- g. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- h. A statement that the information in the written notice is accurate.
- i. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that



## Justrite Safety Group

material or activity on the Websites is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### Counter-Notification Procedures

If you believe that material you posted on the Websites was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to the email address listed in "Contact Information" below. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- a. Your physical or electronic signature.
- b. An 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 disabled.
- c. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- d. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled because of a mistake or misidentification of the material to be removed or disabled.
- e. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Websites may be found) and that you will accept service from the person (or an agent of that person) who provided the Websites with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Websites was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

### Termination Rights

AccuformNMC reserves the right to disable and/or terminate the accounts of users who submit infringing or otherwise improper content.

### Your Account and Computer Data Safety

When and if you use the Websites, it shall be your sole responsibility to restrict access to your computer and to maintain the confidentiality of your email address, password and any other account identifiers related to any personal account you created on the Websites (the "Account"). You also agree to accept sole responsibility for all activity that occurs under your Account. You should take reasonable steps to protect your computer systems and data from viruses, hackers, identity thieves and other similar problems.

Some web browsers may transmit "do-not-track" signals to websites with which the browser communicates. We do not currently respond to these signals. See our Privacy Policy for more information.



Justrite Safety Group

### **Site Rules; User Content**

Any comments, suggestions, ideas, materials, and other submissions that you send to us through the Websites or by email, mail, telephone, at our physical locations or otherwise, or in any social media accessible in the future through us or the Websites or related to or associated with us ("User Content") are provided on a non-confidential and non-proprietary basis. By submitting User Content, you are granting us an irrevocable and unrestricted license to the User Content for any purpose whatsoever, including use, reproduction, publication, broadcast, posting, modification, transmission, display, distribution or creating derivative works.

You agree that no User Content will:

- a. Violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights;
- b. Contain any material that is libelous, unlawful, abusive, offensive, obscene, harassing, or otherwise objectionable;
- c. Contain pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or would otherwise violate the law;
- d. Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e. Be likely to deceive any person;
- f. Cause annoyance, inconvenience or be likely to upset any other person;
- g. Impersonate any person or misrepresent your identity or affiliation with any person or organization;
- h. Involve commercial activities or sales, including sales promotions, contests, or advertising; or
- i. Give the impression that they originate or are endorsed by AccuformNMC or any other person or entity.

You are and shall remain solely responsible for any of your User Content, including its legality, reliability, accuracy, and appropriateness. AccuformNMC reserves the right to monitor, modify or delete any User Content, in our sole discretion.

In connection with the Websites, you must not:

- a. Post, transmit, or otherwise make available through or in connection with the Websites, any virus, work, Trojan horse, time bomb, or other computer code, file or program that is potentially harmful or malicious;
- b. Use any device, software or routine that interferes with the Websites;
- c. Restrict or inhibit any other person from using the Websites;
- d. Collect information about users of the Websites or AccuformNMC customers;
- e. Reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Websites;
- f. Use the Websites in an unlawful or fraudulent manner;
- g. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites; the server on which the Websites are stored, or any server, computer or database connected to the Websites.
- h. Use any automatic device, process or means to access the Websites for any purpose, including monitoring or copying content on the Websites; and
- i. Otherwise attempt to interfere with the proper working of the Websites.



Justrite Safety Group

### **Site Access**

We may discontinue all or part of the Websites at any time. We may block, limit or terminate your access to the Websites for any reason, including if: (a) you violate these Terms of Use; (b) you violate any applicable law or regulation relating to your use of the Websites; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; (d) you breach any other agreement with us.

### **Product Pricing, Availability and Accuracy**

Prices and availability of products and services as disclosed on the Websites are subject to change without notice. Errors will be corrected where discovered, and AccuformNMC reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card or other payment mechanism charged.

### **Product Display/Colors**

The Websites attempts to display product images shown on the site as accurately as possible. However, we cannot guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using.

### **Transactions**

We may make available the ability to purchase or otherwise obtain certain products through the Websites (a "Transaction"). If you wish to make a Transaction, you may be asked to supply certain relevant information, including your credit or payment card number and expiration date or similar payment information, your billing address, and shipping information. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with a Transaction. By submitting such information, you grant AccuformNMC the right to provide such information to third parties for the purposes of facilitating the Transaction. Verification of information may be required prior to the completion of any Transaction. You agree to pay all charges incurred by you or on your behalf through the Websites, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transaction.

### **No Resale**

Our products are not being offered for re-sale unless previous, written authorization has been provided.

### **Promotions**

Any promotions ("Promotions") made available through the Websites may be governed by rules that are separate from these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy.

### **Governing Law**

These Terms of Use are governed by the laws of the State of Illinois, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

### **Binding Arbitration**

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING ACCUFORMNMC'S CUSTOMER SERVICE DEPARTMENT AT 800-237-1001. IN THE UNLIKELY EVENT THAT ACCUFORMNMC'S CUSTOMER SERVICE



## Justrite Safety Group

DEPARTMENT IS UNABLE TO RESOLVE YOUR CONCERNS, WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW; CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ARBITRATIONS ARE NOT PERMITTED. ACCUFORMNMC WILL PAY ALL ADMINISTRATIVE COSTS OF THE ARBITRATOR, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS OR BROUGHT IN BAD FAITH. HOWEVER, IN ARBITRATION, BOTH YOU AND ACCUFORMNMC WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

### **Arbitration Agreement**

(a) AccuformNMC and you agree to arbitrate all disputes and claims between us arising out of or relating to this agreement, use of the Websites, or products, services, or programs you purchase or enroll in via the Websites, except any disputes or claims which under governing law are not subject to arbitration, to the maximum extent permitted by applicable law. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. However, any dispute you or we may have relating to copyrights, trademarks or other intellectual property shall not be governed by this agreement to arbitrate. For the avoidance of doubt, this means that any claims you or we may have relating to intellectual property rights against the other, including seeking injunctive and other equitable relief, may be brought in a court of competent jurisdiction. The agreement to arbitrate otherwise includes, but is not limited to: claims based in contract, tort, warranty, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; claims relating to our Websites; claims arising out of or relating to the Telephone Consumer Protection Act; claims relating to your data privacy or information security; and claims that may arise after the termination of this agreement.

For purposes of this arbitration provision, references to "AccuformNMC," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information provided or made available under this or prior agreements between us relating to or arising from any aspect of your use or access of the Websites. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this agreement, you and AccuformNMC are each waiving the right to a trial by jury or to participate in a class or representative action to the maximum extent permitted by law. This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this agreement or your relationship with AccuformNMC for any reason.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AccuformNMC should be addressed to: General Counsel – Arbitration Demand, 1751 Lake-Cook Rd, Suite 370, Deerfield, IL 60015("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth





## Justrite Safety Group

the specific relief you seek from AccuformNMC ("Demand"). If AccuformNMC and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AccuformNMC may commence an arbitration proceeding.

(c) After AccuformNMC receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. The filing fee currently is \$200 but is subject to change by the arbitration provider. The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The AAA Rules may change from time to time, and you should review them periodically.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this agreement including, but not limited to any claim that all or any part of this arbitration provision or agreement is void or voidable. However, if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall decide whether this agreement permits class or representative proceedings. For the avoidance of doubt, the court and arbitrator shall be bound by the terms of this agreement, including regarding the class and representative waiver provision. In any arbitration, the arbitrator shall follow the applicable law. The arbitrator shall not have the power to commit manifest errors of law or legal reasoning, and any award rendered by the arbitrator that employs a manifest error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error.

Unless AccuformNMC and you agree otherwise, any arbitration will be governed by the substantive laws of your state, and hearings will take place in the county (or parish) of your billing or registered address. Case management and other hearings shall be heard via telephone unless otherwise agreed to. Except as otherwise provided for herein, AccuformNMC will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AccuformNMC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

During the arbitration, the amount of any settlement offer made by AccuformNMC or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AccuformNMC are entitled. In arbitration, and to the extent otherwise permitted by law, the parties may exchange "offers of compromise" or stipulate to judgments or awards in the same way the parties could in court. Such offers of compromise shall have the same force and effect as they would in a court proceeding. The arbitration proceedings shall otherwise remain confidential, except for purposes of seeking court intervention (if necessary).

(d) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(e) YOU AND ACCUFORMNMC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING TO THE MAXIMUM EXTENT PERMITTED BY LAW. If this specific subparagraph (e) is found to be unenforceable in its entirety, then the entirety of this arbitration provision shall be null and void.



## Justrite Safety Group

However, if only a portion of this subparagraph (e) is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of subparagraph (e) enforced. Any claims or causes of action seeking relief not subject to individual arbitration under applicable law shall be stayed in a court of competent jurisdiction pending completion of individual arbitration to the maximum extent permitted by law.

(f) Notwithstanding any provision in this Agreement to the contrary, we agree that if AccuformNMC makes any change to this arbitration provision (other than a change to the Notice Address) after your enrollment in a service or program or your use of the Websites, you may reject any such change and require AccuformNMC to adhere to the language in this arbitration provision as written at the time of your enrollment or purchase if a dispute between us arises, by providing Notice to AccuformNMC at the Notice Address in subsection (b) above.

### **Waiver and Severability**

No waiver by AccuformNMC of any term or condition set out in these Terms of Use 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 AccuformNMC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Investigations; Cooperation with Law Enforcement**

AccuformNMC reserves the right to: (i) investigate any suspected breaches of the Websites' security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms of Use, (iii) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, and (iv) prosecute violators of these Terms of Use.

### **Entire Agreement**

The Terms of Use, our Privacy Policy, and the Terms and Conditions for Website Orders constitute the sole and entire agreement between you and AccuformNMC regarding the Websites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Websites.

### **Contact Information**

Have questions or want more information? See the applicable website below to contact the relevant customer service.

Mailing address:

16228 Flight Path Drive Brooksville, FL 34604

Visit:

<https://www.accuform.com/marketing/contact-us>