

TERMS AND CONDITIONS OF USE

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IMPORTANT – READ CAREFULLY: These Terms of Use (“**Terms**”) are a legally binding agreement between you (“**User**”) and Suncast Corporation, an Illinois corporation and its affiliates (collectively, “**Suncast**”), for the use of this Website (the “**Website**”), including the purchase of merchandise and services advertised on this Website (“**Order**” or “**Orders**”). Access to and use of this Website by any User is subject to these Terms, including any modifications or additions to these Terms from time to time issued by Suncast, and all applicable laws and regulations. **BY ACCESSING OR USING THIS WEBSITE OR PLACING AN ORDER, USER AGREES TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW.**

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE.

1. **General**

1. This Website provides information about Suncast and its merchandise and services and facilitates the purchase of such merchandise and services. All merchandise advertised on this Website is available for delivery only within the United States, Canada and Puerto Rico. Use of this Website is limited to legitimate purposes. Suncast may, from time to time, introduce new features to this Website, or modify or delete existing features, in its sole discretion. Suncast shall notify User of any of these changes to features to the extent Suncast is required by law to do so. By using any new or modified features when they become available, User agrees to be bound by these Terms concerning such features.
2. Any access or attempted access of other areas of Suncast’s computer systems or other information contained therein for any purpose is strictly prohibited. User agrees not to interfere in any way with others’ use of or access to this Website or to take any action that imposes an unreasonable or unusually large load on this Website. Suncast reserves the right to report any activity that it reasonably suspects violates any law or regulation and to disclose any information to law enforcement officials, regulators, or other appropriate third parties.
3. Suncast has the right in its sole discretion, and without prior notice and from time to time, to modify these Terms with respect to User’s access to or use of this Website. Such modifications and additions shall be effective immediately upon posting the modified Terms to this Website, which posting shall be deemed notice to User. If User disagrees with the changes to these Terms, User should discontinue User’s use of this Website. Any access to or use of this Website after posting of modifications or additions to these Terms shall constitute and be deemed to be such User’s agreement to such modified Terms. **SUNCAST RESERVES THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO CHANGE ITS ORDERING AND BILLING PROCEDURES EFFECTIVE UPON POSTING SUCH CHANGES ON THIS WEBSITE.**
4. Suncast has the right to modify, suspend or discontinue, temporarily or permanently, this Website, any merchandise or services advertised by Suncast through this Website, or any User’s right to access or use any portion of this Website, in Suncast’s sole discretion, at any time and without prior notice, for any reason, including without limitation: (1) attempts by User (or other party) to gain

unauthorized access to this Website or assist others in attempting to do so, (2) User (or other party) disabling any security features on this Website, (3) User's violation of these Terms, (4) failure of User to pay for merchandise or services ordered hereunder or any related charges, (5) suspected or actual infringement of a third party's intellectual property rights, or (6) pursuant to requests by law enforcement or other government agencies. The obligations and liabilities of User incurred prior to the termination date shall survive the termination of these Terms for all purposes. **USER ACKNOWLEDGES AND AGREES THAT SUNCAST SHALL NOT BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THIS WEBSITE OR ANY MERCHANDISE OR SERVICES ADVERTISED ON THIS WEBSITE OR ORDERED BY USER THROUGH THIS WEBSITE.**

2. Orders

1. To purchase any merchandise and/or services on this Website, User must (a) be legally permitted to enter into a legally binding contract (at least eighteen (18) years old in most jurisdictions), and (b) be a naturalized person residing in, one of the 50 states of the United States, Canada or Puerto Rico. Prior to the purchase of any merchandise or services on this Website, User must provide a valid credit card number (or other payment method acceptable to Suncast) and related payment information, including all of the following: (i) User's name exactly as it appears on the credit card, (ii) User's credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge User's credit card. By submitting that information, User hereby authorizes Suncast to charge User's credit card for such purchases. The risk of loss and title for all merchandise ordered on this Website passes to User when the merchandise is delivered to the shipping carrier.
2. **USER REPRESENTS AND WARRANTS TO SUNCAST THAT USER IS AUTHORIZED TO ENTER INTO AND BE BOUND BY THESE TERMS.** By ordering merchandise or services on this Website, User shall be deemed to have ordered the specified merchandise and/or services from Suncast pursuant to these Terms. The acceptance and fulfillment by Suncast of any Order placed on this Website is subject to User's acceptance of and compliance with all of these Terms. User accepts these Terms by placing an Order through this Website or by receiving delivery of any merchandise ordered by User from this Website. All other contrary terms and conditions are hereby rejected by Suncast, and no addition or modification to these Terms shall be binding unless specifically agreed to in writing by Suncast. Suncast shall not be deemed to have accepted User's Order unless and until Suncast sends to User, through electronic means or other written communication, an acknowledgment that User's Order has been received and accepted by Suncast, and will be fulfilled by Suncast. Suncast's acceptance of any Order by User is made only with the express understanding that these Terms shall govern any Order placed by User.
3. All prices for merchandise and services on this Website are quoted in U.S. currency, are valid and effective only in the United States, Canada and Puerto Rico and are subject to change at any time without notice. User shall be responsible for any tax or other governmental charge related to the sale, use or delivery of the merchandise or services, including, but not limited to, sales tax, use tax, retailer's occupational tax, and value added tax. Suncast shall automatically charge User's credit card and withhold the applicable tax for Orders to be delivered to addresses in any states, localities or other jurisdictions that it deems is required, however Suncast's failure to do so shall not relieve User of any liability for such taxes.

4. Merchandise availability is subject to change at any time. Sunecast makes no representations or warranties regarding the availability of merchandise in all areas. Sunecast shall have the right to refuse or cancel any Orders for merchandise and/or services listed at an incorrect price or rebate amount, or containing any other incorrect information or typographical errors. Sunecast shall have the right to refuse or cancel any such Orders whether or not the Order has been accepted by Sunecast and/or User's credit card has been debited. If User's credit card has already been charged for the Order and User's Order is refused or canceled, Sunecast shall promptly issue a credit to User's credit card account in the amount of the charge.
5. All payments for Orders on this Website must be made by [VISA, MasterCard, or American Express]. Except as may be expressly set forth on this Website, Sunecast does not accept any other payment form. User's credit card agreement with the issuer of such card shall govern User's use of such credit card, and User must look only to that agreement and not to these Terms to determine User's rights and obligations relating thereto. User agrees to pay all fees and charges, including taxes incurred in connection with User's Orders, at the rates in effect when the charges were incurred. Unless User notifies Sunecast of any discrepancies in charges for Orders placed through this Website within sixty (60) days after they first appear on User's credit card statement, User agrees that such charges will be deemed accepted by User for all purposes hereunder. In the event Sunecast does not receive payment from User's credit card issuer or its agent, User shall pay all amounts due upon demand by Sunecast. User shall remain responsible for any unauthorized charges to or Orders using User's credit card including unauthorized use by a third party. If Sunecast does not receive payments when they are due, then User agrees to pay all amounts owed to Sunecast upon demand by Sunecast. If Sunecast is unable to collect amounts owed on User's accounts, Sunecast may refer those accounts to a collection agency, and User will be responsible for all costs of collection.
6. Policy for Return of Merchandise. By placing an Order on this Website, User indicates that User has read and agrees to Sunecast's [Returns Policy](#). The Returns Policy may be changed from time to time and is effective immediately after Sunecast posts such changes on this Website. In addition, when using particular services on this Website, User agrees that User is subject to any posted policies or rules applicable to any such services User uses through this Website, that may be posted on this Website from time to time. Any such posted policies or rules are hereby incorporated by reference into this Agreement as if fully set forth herein.
7. In states where Sunecast has no physical presence, Sunecast is not required to collect and remit sales tax for merchandise and services purchased through the Website. However, many states require that their residents file a sales or use tax return for merchandise or services purchased online. User should consult User's state and local tax laws to determine compliance with tax laws and regulations in User's geographic area. In some states, Sunecast collects and remits sales tax. For purchases where sales tax is applicable, the tax calculated will be reflected on the checkout page before User is asked to confirm the purchase. Sunecast uses commercial reasonable efforts to calculate and remit the correct amount of tax required on each taxable purchase, but Sunecast does not guarantee the accuracy of the amount of the tax Sunecast represents to User as the tax owed. Minor errors may occur owing to the inability to accurately track multiple taxing districts, state and local "tax holidays," the timing of rate changes or the application of certain taxes to categories of items advertised on this Website. As a result of any error, Sunecast may overcollect or undercollect the tax. In consideration

of Sunecast allowing User access to and use of the Website, and in collecting and remitting taxes required on User's purchases, User hereby waives its right to claim that the tax collected on any purchase is incorrect in any respect and agree to hold harmless Sunecast, its officers, directors, employees, agents and representatives (and those of its affiliates), for any harm or other damages User may incur as a result of Sunecast's error in calculating the taxes User on User's purchases.

3. **Website Use**

1. Users who wish to order certain merchandise or services using this Website or to access "My Sunecast" may be required to register on this Website by completing and executing a [Registration Agreement](#) ("**Registration Agreement**"). Sunecast may accept or reject any Registration Agreement in its sole discretion. User represents and warrants that the information provided when registering is accurate, complete and current as of the date submitted and that User will update such information from time to time as necessary. These Terms shall be incorporated into, and form an integral part of, each Registration Agreement. As part of the registration process, User will select a user name ("**User Name**") and a password ("**Password**") to access the User Name. User's User Name and Password are User's credentials to access this Website. User may not have a User Name that is vulgar, attempts to impersonate another person or violates the rights of others. Sunecast also may reject any User Name that Sunecast determines in its discretion is unacceptable for use on this Website. User is solely responsible for all use of this Website under its User Name and Password and for maintaining the confidentiality of its User Name and Password and will (i) promptly notify Sunecast of any actual or suspected unauthorized use of this Website and (ii) ensure that User exits from User's account at the end of each session. Although Users are not required to register, if User does not register, User will be required to accept these Terms each time User wishes to access this Website or place an Order.
2. By establishing a User Name with Sunecast, and each time User submits an Order through this Website, User authorizes Sunecast to contact User at User's e-mail address. User may stop receiving Sunecast's marketing e-mails by sending an e-mail to Sunecast at atoptout@sunecast.com or by following the opt-out procedures set forth in such e-mails.
3. User is solely responsible for maintaining the security of its User Name and Password. User may not disclose its User Name or Password to any third party (other than third parties authorized by User to use User's account) and is solely responsible for any use of or action taken under its User Name and Password on this Website. User is responsible for changing its User Name and Password if either is compromised. User agrees that Sunecast, in its sole discretion, may terminate User's Password or User Name or use of this Website for any reason, including, without limitation, for lack of use, or if Sunecast believes that User has violated or acted inconsistently with the letter or spirit of these Terms. User agrees that any termination of User's Password or User Name or use of this Website may be effected without prior notice and acknowledges and agrees that Sunecast may immediately deactivate or delete User's account and all related information and files and/or bar any further access to such information and files. User agrees that Sunecast shall not be liable to User or any third party for any termination of User's access, as provided herein.
4. Sunecast may, at its option, change the parameters for passwords used to access this Website without prior notice to User. If Sunecast does so, User will be prompted, and will be required, to change its Password the next time User accesses this Website under the User Name. To prevent unauthorized access to User accounts and to prevent unauthorized use of this Website, User agrees

to protect and keep confidential its User Name, Password or other means of accessing User accounts on this Website. If User discloses User's User Name and/or Password to any person(s) or entity, User assumes all risks and losses associated with such disclosure. If User permits any other person(s) or entity to use this Website with User's User Name, Password, or other means of accessing User accounts, User is responsible for any transactions and activities performed from User accounts and for any use of User personal and account information by such person(s) or entity.

5. Sunecast cannot and will not be liable for any loss or damage arising from User's failure to comply with User's obligations hereunder. Sunecast reserves the right to suspend or terminate any User Name or Password upon notice to User that it reasonably determines may have been used for an unauthorized purpose. Sunecast will not be liable for any damage, injury or other such loss that User incurs by failing to maintain the confidentiality of the password or by otherwise failing to comply with these Terms.
6. User may use the records, documents and information obtained through this Website only as necessary to use this Website's services or to place an Order with Sunecast. Without limiting the foregoing or expanding any User rights hereunder, User agrees that it will not (A) republish, reproduce, sell, resell, distribute (through linking or framing or otherwise) or make any commercial use of this Website (other than the ordering of merchandise in accordance with these Terms and the Registration Agreement) or any of the information available through this Website; (B) make any use of any such information or the facilities of Sunecast that would allow an unauthorized third party to have access to or the benefits of this Website; (C) collect or use other users' e-mail addresses or other users' information, ratings or listings, or otherwise conduct any data extraction or data mining whatsoever.
7. User agrees that, while using this Website, User will not: (A) transmit or post on this Website any message under a false name; (B) transmit or post on this Website any unlawful, libelous, defamatory, threatening, abusive, harassing or otherwise objectionable information of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability under or otherwise violate any applicable law; (C) transmit or post on this Website any record, document or information that discloses private or personal matters concerning any person, including, but not limited to, messages or information that would violate a person's rights of privacy or publicity; (D) transmit or post on this Website any record, document, information, file or software that contains a virus, worm, Trojan Horse or any other contaminating or destructive features; (E) transmit or post on this Website any record, document, information, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets, confidential or other proprietary information, or use of trademarks or service marks in an infringing fashion; (F) interfere, in any way, with other use of or access to this Website; (G) offer for sale or sell illegal merchandise, including counterfeit merchandise or merchandise or services that violate or infringe upon the patent rights, copyrights, trade secrets, trademarks or other intellectual property rights or other rights of any person or entity; or (H) modify, delete or alter any information or Order placed by or on behalf of any other user.
8. User agrees to comply with all applicable laws, statutes and regulations regarding use of this Website, including ordering and/or purchasing merchandise and services. Sunecast may report fraudulent conduct to law enforcement authorities, and Sunecast will cooperate with such

authorities. Suncast reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement or regulatory officials. In order to cooperate with governmental requests, to protect Suncast's systems and customers, or to ensure the integrity and operation of Suncast's business and systems, Suncast may access and disclose any information it considers necessary or appropriate, including, without limitation, User contact details, IP addressing and traffic information, usage history and posted content. User agrees to comply with all local rules regarding online conduct and acceptable content. User agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which User resides.

4. **Confidentiality.** Suncast holds the confidentiality of its Users in the highest regard and will take all commercially reasonable measures not to disclose information about User or User's communications to any other party, except when Suncast believes, in good faith, that such action is reasonably necessary to: (i) comply with applicable law or with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the legitimate interests of Suncast or others. Notwithstanding the foregoing, User acknowledges and agrees that any information it enters in this Website may be viewed by any other user with access to User's Customer Number. Notwithstanding the foregoing, User agrees that any information or materials that User or individuals acting on User's behalf provide to Suncast will not be considered confidential or proprietary. By providing any such information or materials to Suncast, User grants to Suncast an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials. User further agrees that Suncast is free to use any ideas, concepts or know-how that User, or individuals acting on User's behalf, provides to Suncast. User hereby agrees that any comments, feedback or recommendations of User for the improvement or modification of this Website or the merchandise or services advertised herein shall be the sole property of Suncast.
5. **Privacy Policy.** Registration data, and certain other information about User, is subject to Suncast's Privacy Policy. Suncast does not sell, rent or give personally identifiable information about Users to third parties, except to the extent specified in these Terms or in its [Privacy Policy](#), User must disclose certain personally identifiable information to use this Website, register and make purchases. As a condition of registering on this Website or making any purchases of any merchandise and/or services or conducting any transactions, User represents that User has first read Suncast's Privacy Policy and consents to the collection, use and disclosure of User's Personally Identifiable Information and Non-Personally Identifiable Information as described in Suncast's Privacy Policy. Suncast's Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing this Website, using any features or making any purchase, User agrees that User will first review Suncast's Privacy Policy prior to making any initial or subsequent purchases.
6. While Suncast takes reasonable steps to safeguard and to prevent unauthorized access to User's personal information, Suncast cannot be responsible for the acts of those who gain unauthorized access, and Suncast makes no warranty, express, implied or otherwise, that Suncast will prevent unauthorized access to User's private information. **IN NO EVENT SHALL SUNCAST OR ITS**

AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO USER'S PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER SUNCAST WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

7. Website Content

1. The information and materials posted on this Website by Suncast or any other party may contain errors, omissions or typographical errors or may be out of date. Suncast may change, delete or update any information or materials posted by Suncast at any time, from time to time, without prior notice. The information and materials posted on this Website by Suncast are provided for informational purposes only and are not binding on Suncast in any way except as otherwise expressly agreed to in writing by Suncast.
2. User understands that certain merchandise, services and information advertised on or through this Website (other than merchandise, services and information clearly identified as being supplied directly by Suncast) are provided by third parties that are not affiliated with or under the control of Suncast. Suncast does not operate, control, endorse, guaranty, represent or warrant in any way any merchandise, services or information offered or provided by such third parties on or accessed through this Website. Suncast is not liable for content that is provided by others. Suncast cannot and does not screen the content provided by users of this Website. Notwithstanding the foregoing, Suncast reserves the right to monitor content on this Website and to remove content that Suncast, in its sole discretion, determines to be harmful, offensive or otherwise in violation of applicable law, these Terms or the spirit of this Website. Suncast is not responsible for any failure or delay in removing such material. Suncast is not responsible for content made available on the Internet.
3. Links and references on this Website to other Internet websites operated by third parties, if any, including Suncast's corporate partners, do not constitute sponsorship, endorsement or approval by Suncast of the content, policies or practices of such linked or referenced websites. Linked and referenced websites are not operated, controlled or maintained by Suncast, and Suncast is not responsible for the availability, content, policies or practices of linked or referenced websites. Links and references to other websites are provided for User's convenience only, and User accesses them at User's own risk.

8. **DISCLAIMER OF WARRANTY. USER UNDERSTANDS AND AGREES THAT USER'S USE OF THIS WEBSITE IS AT USER'S SOLE RISK AND THAT THIS WEBSITE AND ALL INFORMATION, MERCHANDISE AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, MERCHANDISE AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO USER. TO THE FULLEST EXTENT PERMITTED BY LAW, SUNCAST DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY**

AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THIS WEBSITE AND ALL INFORMATION, MERCHANDISE AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, MERCHANDISE AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THIS WEBSITE. NO LICENSE TO USER IS IMPLIED IN THESE DISCLAIMERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) SUNCAST MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER CONCERNING THIS WEBSITE OR ANY OTHER INTERNET WEBSITE, THE ACCESS TO, OR THE AVAILABILITY OR USE OF, THIS WEBSITE OR ANY OTHER INTERNET WEBSITE, THE INFORMATION, MATERIALS, RECORDS OR DOCUMENTS FROM WHATEVER SOURCE, POSTED ON OR REFERRED TO IN THIS WEBSITE OR ANY OTHER INTERNET WEBSITE OR THE CONTENT, ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION, MATERIALS, RECORDS OR DOCUMENTS; (II) SUNCAST DOES NOT WARRANT OR REPRESENT THAT USER'S ACCESS TO, OR USE OF, THIS WEBSITE OR ANY OTHER INTERNET WEBSITE WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR ANY OTHER INTERNET WEBSITE IS, OR THE RECORDS, DOCUMENTS, SOFTWARE OR FILES FROM WHATEVER SOURCE AVAILABLE FOR USE OR DOWNLOADING ARE, FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (III) SUNCAST DOES NOT REPRESENT OR WARRANT THAT ANY MERCHANDISE OR SERVICES LISTED ON, OR ACCESSED THROUGH, THIS WEBSITE WILL BE AVAILABLE FOR PURCHASE OR NOT WITHDRAWN BY THE LISTING VENDOR AT ANY TIME, AND IT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER CONCERNING SUCH MERCHANDISE OR SERVICES; AND (IV) SUNCAST DOES NOT REPRESENT OR WARRANT THE ACCURACY, FUNCTIONALITY, SPECIFICATIONS OR ANY OTHER ASPECT OF MERCHANDISE FROM WHATEVER SOURCE POSTED OR ACCESSED THROUGH THIS WEBSITE. USER ACKNOWLEDGES AND AGREES THAT THE ONLY WARRANTIES ON ANY MERCHANDISE AVAILABLE ON THIS WEBSITE SHALL BE THE WARRANTIES INCLUDED WITH SUCH MERCHANDISE, IF ANY. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER.

9. LIMITATION ON LIABILITY. UNDER NO CIRCUMSTANCES WILL SUNCAST BE LIABLE TO USER OR ANY OTHER ENTITY OR PERSON FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, ARISING IN ANY WAY OUT OF, OR IN ANY WAY RELATED TO, ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THIS WEBSITE OR ANY OTHER INTERNET WEBSITE OR THE CONTENTS OF THIS WEBSITE OR ANY OTHER INTERNET WEBSITE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SALES OR GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR OTHER DATA ON COMPUTER SYSTEMS OR OTHERWISE, EVEN IF SUNCAST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER AGREES THAT USER'S ONLY REMEDY FOR ANY USE OF OR DISSATISFACTION WITH THIS WEBSITE OR SUNCAST SHALL BE TO DISCONTINUE USE OF THIS WEBSITE. IF A DISPUTE ARISES

BETWEEN TWO OR MORE USERS, OR BETWEEN A USER AND A THIRD-PARTY VENDOR, EACH USER RELEASES SUNCAST (AND ITS AFFILIATES AND THEIR RESPECTIVE AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

10. **Trademarks and Copyrights.** Unless otherwise noted, the trademarks, logos, photography, brand names and service marks used on this Website are owned by Suncast or by third parties that have licensed their use to Suncast. User may print copies of the content of this Website, provided that these copies are made only for internal use and that any notices contained in any such content, such as all copyright notices, trademark legends, or other proprietary rights notices, are maintained. Other use of these marks or Website content, except as specifically permitted in these Terms or in a writing signed by Suncast, is strictly prohibited. Elements of this Website are protected by trade dress, trademark, unfair competition and other state and federal laws and, except as expressly permitted herein, may not be copied or imitated in whole or in part by any means, including, but not limited to, the use of framing or mirrors. User shall not store electronically any significant portion of this Website.

11. **Indemnification.** User agrees to defend, indemnify and hold harmless Suncast, its corporate affiliates and partners, and their affiliates and related entities and their respective directors, officers, shareholders, employees and agents from and against all claims, losses, damages, liabilities and costs (including, but not limited to, reasonable attorneys' fees and court costs), arising out of or relating to User's breach of these Terms or User's access to or use of this Website and any transactions under User's affected Customer Number, User Name and/or Password. The foregoing indemnification obligation shall survive termination of these Terms and this Website and any merchandise or service provided to User arising out of or relating to User's use of this Website.

12. **Miscellaneous**

1. The terms "herein," "hereof" and "hereunder" and other words of similar import refer to these Terms, and any agreement into which these Terms are incorporated by reference, including, without limitation, any Registration Agreement, as a whole and not to any particular provision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations.
2. These Terms, together with any agreement into which these Terms are incorporated by reference, including, without limitation, any Registration Agreement, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter.
3. These Terms may be waived only in writing signed by an authorized representative of Suncast. No waiver by Suncast of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, and the failure to exercise any right arising from any

default hereunder shall not be deemed a waiver of such right that may be exercised at any subsequent time.

4. If any provision hereunder shall be unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from the other provisions hereunder and shall not affect the validity and enforceability of any other provisions hereunder.
5. Suncast shall not be liable for any nonperformance or delay in performance caused by any act or event beyond its reasonable control, including, but not limited to, acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lockouts, fire, flood or any other act of God, any law, regulation, ordinance or other act or order of any court, government or governmental agency, or delays, unavailability, errors or other failures of the Internet or other data networks.
6. Access to or use of this Website by User shall not be construed as Suncast's purposeful avilment of the privilege or benefits of doing business in any state or legal jurisdiction other than the State of Illinois. User's agreement to these Terms shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts or choice of laws principles. In any dispute arising hereunder or otherwise connected with this Website or these Terms, the parties hereto consent exclusively to personal jurisdiction of the Federal or state courts located in the State of Illinois, County of Cook.
7. These Terms shall be binding on the successors and assigns of the parties, including, but not limited to, the indemnity obligations set forth herein, but User may not assign, transfer or delegate its rights or obligations under these Terms without Suncast's prior express written consent. No right or remedy conferred upon or reserved to Suncast by these Terms shall be exclusive of any other right or remedy herein or by contract or law, and all rights or remedies conferred upon Suncast by these Terms and by law shall be cumulative and in addition to any other right or remedy available to Suncast.

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