

Terms of Use

knowlton-co.com

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Knowlton Technologies LLC maintains this site for information and communication purposes. This webpage contains the Terms of Use governing your access to and use of the Knowlton Technologies LLC site. If you do not accept these Terms of Use or you do not meet or comply with their provisions, you may not use the Website.

1. Overview:

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS WEBSITE.

2. Changes To Terms:

Knowlton Technologies LLC may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

3. Jurisdiction:

The Website is directed to those individuals and entities located in the United States. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorized to access or use any of the information on this Website. Knowlton Technologies LLC makes no representation that the information, opinions, advice or other content on the Website (collectively, "Content") is appropriate or that its products and services are available outside of the United States. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

4. Scope of Use and User E-Mail:

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Knowlton Technologies LLC respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at jlee@knowlton-co.com

6. Links:

For your convenience, we may provide links to various other Websites that may be of interest to you and for your convenience only. However, Knowlton Technologies LLC does not control or endorse such Websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such Websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to Knowlton Technologies LLC's website and the products and services Knowlton Technologies LLC offers. If you decide to access any of the third party sites linked to this Website, you do so at your own risk. Knowlton Technologies LLC reserves the right to terminate any link or linking program at any time. Knowlton Technologies LLC disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

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7. No Unlawful Or Prohibited Use:

As a condition of your use of the Website, you warrant to Knowlton Technologies LLC that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

8. Spamming:

Gathering email addresses from Knowlton Technologies LLC through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other Users is prohibited. Inquiries regarding a commercial relationship with Knowlton Technologies LLC should be directed to: jlee@knowlton-co.com

9. No Warranties:

THE WEBSITE, AND ANY CONTENT, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH Knowlton Technologies LLC EXPRESSLY DISCLAIMS. Knowlton Technologies LLC DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, AND Knowlton Technologies LLC WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE WEBSITE OR ANY CONTENT. WE HAVE NO DUTY TO UPDATE THE CONTENT OF THE WEBSITE. Knowlton Technologies LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE WEBSITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THIS WARRANTY DISCLAIMER MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY Knowlton Technologies LLC. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

10. Governing Law, Location and Miscellaneous:

These Terms of Use shall be governed in all respects by the laws of the State of New York, USA, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

11. Separate Agreements:

You may have other agreements with Knowlton Technologies LLC. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with Knowlton Technologies LLC.

12. DMCA Copyright Policy and Copyright Agent:

Knowlton Technologies LLC respects the intellectual property rights of others. If you believe something on this Site has infringed your intellectual property rights, please notify our agent and provide the following 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.
- (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.
- (iv) Address, telephone number, and, if available, an electronic mail address where we may contact you.
- (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.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Site's Copyright Agent can be reached at:

James M. Lee
Vice President New Business & Technology
(315) 755-2680
jlee@knowlton-co.com

No Professional Advice:

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13. Users Disputes:

You are solely responsible for your interactions with other Users. Knowlton Technologies LLC reserves the right, but has no obligation, to monitor disputes between you and other Users.

14. User Submissions And Communications; Public Areas:

You acknowledge that you own, solely responsible or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify Knowlton Technologies LLC or its affiliates for all claims resulting from content you supply.

If you make any submission to an area of the Website accessed or accessible by the public ("Public Area") or if you submit any business information, idea, concept or invention to Knowlton Technologies LLC by email, you automatically represent and warrant that the owner of such content or intellectual property has expressly granted Knowlton Technologies LLC a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Knowlton Technologies LLC may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, you must not submit them to the Public Areas or to Knowlton Technologies LLC by email. We try to answer every email in a timely manner, but are not always able to do so.

Some of the forums (individual bulletin boards and posts on the social network, for instance) on the Website are not moderated or reviewed. Accordingly, Users will be held directly and solely responsible for the content of messages that are posted. While not moderating the forums, the Site reviewer will periodically perform an administrative review for the purpose of deleting messages that are old, have received few responses, are off topic or irrelevant, serve as advertisements or seem otherwise inappropriate. Knowlton Technologies LLC has full discretion to delete messages. Users are encouraged to read the specific forum rules displayed in each discussion forum first before participating in that forum.

Knowlton Technologies LLC reserves the right (but is not obligated) to do any or all of the following:

- a. (a) Record the dialogue in public chat rooms.

- b. (b) Examine an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
- c. (c) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.
- d. (d) Terminate a Member's access to any or all Public Areas and/or the Knowlton Technologies LLC Site upon any breach of these Terms of Use.
- e. (e) Monitor, edit, or disclose any communication in the Public Areas.
- f. (f) Edit or delete any communication(s) posted on the Knowlton Technologies LLC Site, regardless of whether such communication(s) violate these standards.

Knowlton Technologies LLC reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. Knowlton Technologies LLC has no liability or responsibility to users of the Knowlton Technologies LLC Website or any other person or entity for performance or nonperformance of the aforementioned activities.

15. Arbitration:

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any Knowlton Technologies LLC confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in New York State, USA.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

16. Limitation of Liability:

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17. Indemnity:

You agree to defend, indemnify, and hold Knowlton Technologies LLC, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

Contact us: If you would like to request additional information regarding these Terms of Use, please contact:

James M. Lee
 Vice President New Business & Technology
 (315)-755-2680
jlee@knowlton-co.com