Terms of Use
knowlton-co.com

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1. Overview:

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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.

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(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

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13. Users Disputes:
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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 sublicensees. 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.

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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.

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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

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