

## **Terms of Use**

**EFFECTIVE DATE: 10/1/2016**

Use of chooseGoodGuide.com and GoodGuide.com (collectively, the “Site”) is subject to the following terms of use, as applicable (the “Terms”). Please read these Terms carefully before using the Site. GoodGuide Inc., including its successors and assigns, or affiliates shall each be known as a “UL Entity” and, collectively, “UL Entities.”

### **ACCEPTANCE OF TERMS**

By accessing and using the Site, you acknowledge that you have read and understood this agreement and that you accept and agree to be legally bound by the Terms. If you do not agree to these Terms, you should not access or use the Site.

### **CHANGES TO TERMS**

We reserve the right to modify, amend, update, or delete these Terms at any time and for any reason. Any such modifications, amendments, updates or deletions will be effective within seven (7) days upon posting to chooseGoodGuide.com and we will note near the top of this page the date that such changes were made and/or when they become effective. Your continued use of the Site after such posting shall be deemed to constitute acceptance by you of the changes. Also, without notice to you, we may change or discontinue any aspect, service, online program or feature of or on the Site (collectively, the "**Services**") at any time as we refine, add or remove features (e.g., content, availability, functionality, rating methodology, etc.).

### **HOW YOU MAY USE THE SITE**

You agree to use the Site only for lawful purposes and as permitted by these Terms, and not to engage in any conduct that restricts or inhibits any other user from using or enjoying the Site. You shall not post on or transmit through the Site: any defamatory or abusive statements; statements that threaten the persons of others; advertising or other forms of solicitation; or statements that are bigoted, hateful, racially offensive, or that endorse or advocate illegal activity. You agree not to engage in any conduct in connection with your use of the Site that is anti-competitive, deceptive or otherwise in violation of any law including those governing competition or trade practices. You further agree not to tamper with the Site or its functionality. You shall not post or transmit any information, file or software that contains a virus, worm or any other potentially contaminating or destructive information, data or feature. Services include the means for manufacturers to submit information about themselves and their product(s) and other content for display on GoodGuide.com and for the rating and review of manufactures and their products in accordance with GoodGuide’s rating methodologies.

### **Payment**

Payment for Services must be received in advance and are nonrefundable. Payments are required to be made through any third-party service provider with whom we have contracted or by wire transfer. Prices are posted and are subject to change and exclude all applicable taxes and telecommunication charges. Such taxes and charges are your responsibility.

### **SUGGESTIONS SUBMITTED TO GOODGUIDE THROUGH THE SITE**

By submitting ideas, suggestions, documents, and/or proposals ("**Suggestions**") through suggestion or feedback pages, by email, or by phone or by otherwise providing Suggestions to GoodGuide, you acknowledge and agree that: (a) your Suggestions do not contain confidential or proprietary information; (b) we are not under any obligation of confidentiality, express or implied, with respect to the Suggestions; (c) we may use or disclose (or choose not to use or disclose) your Suggestions for any purpose, in any way, in any media worldwide; (d) we may have something similar to the Suggestions already under consideration or in development; (e) your Suggestions automatically become our property without any obligation to you and you hereby assign to us all right, title and interest (including all intellectual property rights) in such Suggestions; and (f) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances.

## **INTELLECTUAL PROPERTY**

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This limited license terminates automatically, without notice to you, if you breach any of these Terms. This limited license may also be terminated at any time in our sole discretion. You may also terminate this license at any time by ceasing to use the Site.

Information and/or data provided to us by you, or on your behalf other than Suggestions ("**Your Information**") will be used to provide Services. We do not verify Your Information. You represent and warrant that Your Information will be complete and accurate and that you are in compliance with any relevant data protection laws in furnishing it to us, and agree that we may rely upon and process such information when providing you Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any of Your Information is inaccurate, we will not be liable for any performance or alleged non-performance of Services.

We will protect the confidentiality of information about your product in accordance with this Agreement and the terms of the Site. We further agree that your intellectual property submitted through the Site remains your property.

Notwithstanding anything to the contrary, you agree that the UL Entities shall have a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use aggregated, anonymized data derived from Your Information, including any confidential information, and your use of the Services (the "Aggregated Data") for the UL Entities'

business purposes, including the provision of products and services to UL Entities' other customers; provided, the Aggregated Data does not include (directly or by inference) any information identifying you or any identifiable individual and does not include Your Information in a non-aggregated, identifiable format. The Aggregated Data will not be considered Your Information or your confidential information.

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## **ADVERTISEMENTS AND PROMOTIONS**

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## **COUNTRY SPECIFIC RESTRICTIONS**

The Services are hosted by us from the United States. We makes no representation that the Site is appropriate or available for use at other locations outside of the United States. Access to the Site from territories where the Site's content is illegal is prohibited. If you access the Site from a location outside of the United States, you are

responsible for compliance with all applicable laws. You may not use the Site or export information and materials in violation of the export laws of the United States or any other country.

## **CONSENT TO MONITORING AND DISCLOSURE**

We are under no obligation and do not assume any obligation to monitor the information residing on or transmitted to or from the Site. We undertake no obligation to determine whether your conduct during your use of the Site complies with applicable laws or regulations. However, you agree that we may in our sole discretion monitor the Site in connection with its operation in order to protect users of the Site and comply with applicable laws, regulations or requests from governmental authorities. Unless otherwise prohibited by applicable law, confirmed in writing by us and excluding Your Information that is a product ingredient marked as not publicly available when submitted, all information provided by you in connection with the Site shall be deemed not to be confidential, and we will not protect any such information from disclosure. We shall be free to use, disclose and distribute such non confidential information to third parties without any limitation.

## **DISCLAIMER OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SITE, ITS CONTENT AND THE INTERNET GENERALLY. SERVICES AND THE CONTENT PROVIDED ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO: (i) THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (ii) NON-INFRINGEMENT; (iii) THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iv) WITH RESPECT TO THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW. THE UL ENTITIES DO NOT WARRANT THAT THE CONTENT ON THE SITE OR ON THE INTERNET GENERALLY WILL BE UNINTERRUPTABLE OR ERROR FREE OR THAT ANY SYSTEMS, SOFTWARE INFORMATION, OR OTHER MATERIAL ACCESSIBLE ON OR THROUGH THE SITE SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR CONTENT, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS. WE AND OUR AFFILIATES DO NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION DISCLOSED ON THE SITE OR OTHER CONTENT ACCESSIBLE THROUGH IT.

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TOTAL LIABILITY UNDER THIS AGREEMENT FOR THE UL ENTITIES, TO YOU OR ANYONE CLAIMING ON BEHALF OF OR THROUGH YOU SHALL BE LIMITED TO THE FEE PAID HEREUNDER

FOR THE PARTICULAR SERVICE DIRECTLY INVOLVED. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES, AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, CONTENT PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. THE SERVICES ARE NOT INTENDED TO BE USED FOR MEDICAL OR DIAGNOSTIC PURPOSES UNDER ANY CIRCUMSTANCES. PLEASE CONSULT YOUR MEDICAL AND OTHER PROFESSIONALS AS NEEDED.

## **INDEMNIFICATION**

You agree to indemnify and hold the UL Entities, and each of their respective trustees, officers, employees, agents, contractors, partners, content providers and licensors harmless from any claim or demand made by any third party, and to pay as incurred all liability, losses, damages, and other costs associated with the same (including reasonable attorneys' fees), due to or arising out of: (A) Suggestions, Your Information, or other information you submit, post, transmit, modify or otherwise make available through the Site; (B) your use of the Site; (C) your violation of these Terms; or (D) your violation of any rights of another.

## **TERMINATION**

We may terminate, limit or suspend your access to the Site at any time without notice to you. Grounds for such termination, limitation of access or suspension include without limitation: (A) breaches or violations of these Terms; (B) requests by law enforcement or other government agencies; (C) discontinuance or material modification to the Site (or any part thereof); (D) unexpected technical or security issues or problems; and/or (E) engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in our sole discretion and that we shall not be liable to you or any third party for any termination of your access to the Site. All provisions of these Terms relating to intellectual property rights, privacy policy, representations and warranties, limitations of liability, and indemnification shall survive termination.

## **Export Control**

You represent and warrant that you: (i) will not cause us to violate any export, trade or other economic sanction law; (ii) will promptly advise us if a product involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (iii) will make payment to us for Services with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

## **GOVERNING LAW**

These Terms will be governed by the laws of the State of New York, United States of America, without reference to its choice of law principles. Subject to the below dispute resolution provision, and without limiting its scope, you consent to the exclusive jurisdiction in the state courts and federal courts of competent jurisdiction in Albany County, New York or the U.S. District Court for the Northern District of New York, for any claims or disputes that are determined not to be subject to resolution by arbitration, as provided in the dispute resolution provision below.

## **DISPUTE RESOLUTION**

By using this Site, you agree that: (1) any claim, dispute, or controversy You may have against us arising out of, relating to, or connected in any way with these Terms or the Site, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA (“Rules and Procedures”); (2) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and us; (3) the arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or our individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (5) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (6) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor we shall be entitled to arbitrate their dispute. For more information on AAA and its Rules and Procedures, you may visit the AAA website at <http://www.adr.org>.

## **ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and us with respect to the Services and Site and governs your use of the Site, superseding any prior version of these Terms between you and us with respect to the Services and Site. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect. For purposes of clarity, the Terms of Use located at <http://www.ul.com/global/eng/pages/corporate/onlinepolicies/termsfuse/> do not apply to this Site.

## **SEPARATE AGREEMENTS**

You may have other agreements with GoodGuide Inc. or a UL Entity not relating to your use of the Site. Those agreements are separate and in addition to these Terms. These Terms do not modify, revise or amend the terms of any other agreements you may have with a UL Entity that do not relate to your use of the Site. Please review the terms of those other agreements as they govern your relationship with such UL Entity and additional services that may be provided to you.

## **STATUTE OF LIMITATIONS**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **WAIVER AND SEVERABILITY OF TERMS**

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.