

# DAP Canada Web Site Terms of Use

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## 1. Generally

You are free to browse the Site, access DAP’s periodic e-newsletters, its technical library containing Material Safety Data Sheets (“**MSDS**”) and Technical Data Bulletins (“**TDB**”) about Mono®-brand products, view DAP’s catalog which includes Mono®-brand products, submit questions with respect to product use and availability and participate in any contests, promotions, surveys or other services provided by DAP. This and all other DAP-approved material available on the Site is referred to as “**Licensed Content**”. You may view and print portions of the Licensed Content for your own internal use but not for resale or other commercial exploitation and not for use other than as provided in these Terms of Use. Any other use of Licensed Content without DAP’s prior written approval is strictly prohibited.

## 2. Product, Safety and Other Technical Information

While DAP uses commercially reasonable efforts to provide accurate information, the industry of which DAP is a part and the laws and regulations applicable to that industry change frequently. Therefore information contained on the Site may not be current or accurate. Because many factors go into the decision-making process of purchasing a given product and everyone’s particular circumstances and needs may differ, the Licensed Content is provided for informational purposes only. DAP cannot ensure or guarantee and does not warrant that your product selection will be accurate, meet your particular needs or requirements or that the recommendations, regulations or other information provided is complete, accurate or current for your specific needs. Each claim or statement about the effectiveness of DAP products and/or claims or statements comparing the effectiveness of DAP products to that of others is expressly limited to Canada unless otherwise stated on the Site. If a product or sample offered by DAP through the Site is not as described, your sole remedy is to return it in its original, unused form and receive either a replacement of the product you purchased or a refund of the price you actually paid. Product description and pricing is subject to correction and change. DAP may refuse or cancel product orders placed at an incorrect price, or based upon erroneous promotion terms, whether or not the order has been confirmed. Sales made through the Site, if any, are governed by DAP’s Standard Terms and Conditions of Sale and/or Invoice-Terms and Conditions.

## 3. Privacy

DAP values its relationship with visitors and customers and strives to safeguard any personal information collected, while also making product and service information available to its customers. Any personal information collected by DAP in connection with this Site is subject to DAP’s Privacy Statement (“**Privacy Statement**”), which is also available on the Site. You consent to the collection, use and disclosure of personal information in accordance with the Privacy Statement. Please review the Privacy Statement and print a copy for your records. By using this Site, you acknowledge that you have read the Privacy Statement and agree with its terms.

Except for any personal information DAP may collect from you under the terms of the Privacy Statement, any material, information or other communication, including all data, images, sounds, text, product ideas, suggestions or enhancements, as well as anything embedded therein, that you transmit, upload or post to the Site or email to DAP (“**Communications**”) will be considered non-confidential and nonproprietary. DAP will have no obligation to preserve the confidentiality or refrain from disclosing Communications. By submitting or sending a Communication, you (i) represent and warrant that the Communication is original to you, that no other party has any rights thereto, and that any “moral rights” in such Communication have been waived, and (ii) you grant to DAP a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such Communication (in whole or in part), and/or to incorporate it in other works in any form, media or technology now known or later developed, in DAP’s sole discretion, for any and all commercial or noncommercial purposes.

## 4. User Conduct

Obscene or abusive language, harassment, threats, or abuse of any nature or form on the Site, including via e-mail, post or other transmission is strictly prohibited. Impersonation of others or misrepresenting your affiliation with DAP or another is prohibited. You may not upload to, distribute or otherwise publish through the Site any material that is defamatory, vulgar, obscene, threatening, libelous, invasive of another’s privacy or publicity rights, hateful, racially or ethnically objectionable or which may constitute or encourage a criminal offense, violate any law or another’s rights or otherwise give rise to liability.

You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of anything transmitted through the Site, disclose proprietary or confidential information or otherwise infringe another’s patent, trademark, trade secret, copyright or other

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Any attempt to interfere with or disrupt the Site, its servers, networks, Software (defined below), equipment or database connected to the Site, whether via malicious code, files or other means, or attempts to disassemble, reverse engineer or decompile any Software, circumvent security features such as passwords, or take any action that compromises the privacy or security of the Site, users or other visitors is strictly prohibited.

You are responsible for your Communications and your activities on the Site. Under no circumstances is or will DAP be liable in any way for any Communications, your or another's use of the Site or any Licensed Content, including but not limited to any errors or omissions in any Licensed Content, or for loss or damage of any kind incurred as a result of the use of any Licensed Content via the Site.

## **5. Indemnity**

You agree to indemnify, defend, release and hold DAP, its officers, directors, suppliers, service providers, co-branders or other partners, agents, mandataries and employees, harmless from all claims, demands, damages, fees and costs of any nature, including reasonable legal fees and other expenses, due to or arising out of anything you submit or transmit through the Site, your use of the Site, your Communications, your connection to the Site, your violation of these Terms of Use or your violation of any third party Rights. In the event you provide resale certificate, tax or other information that is untrue, inaccurate, fraudulent, or out of date, you agree to indemnify DAP for and hold it harmless from and against any and all liability, damages, loss or expense (including reasonable legal fees and other expenses) it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against DAP by any third party based upon the information you provide or your use of the Site.

## **6. Modifications to Site**

From time to time DAP may change the Licensed Content, the services offered or terminated through the Site or expand the Site's capability. DAP also reserves the right at any time and from time to time, in its sole discretion, to modify these Terms of Use, the Site and/or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that DAP shall not be liable to you or to any third party for any such action. You are responsible for regularly reviewing these Terms of Use in order to review any changes that have been made. Your continued access and use of the Site following the posting of any such changes shall automatically be deemed your acceptance of such changes.

## **7. Termination**

DAP, in its sole discretion, may suspend or terminate your right to access or use the Site for any reason, but especially if DAP believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. DAP may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any suspension or termination may be effected without prior notice, and acknowledge and agree that DAP may immediately bar further access to the Site. DAP shall not be liable to you or any third party for any suspension or termination of your right to access or use the Site.

## **8. Links**

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- (b) DAP PROVIDES NO WARRANTY OR CONDITION (i) THAT THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE OR ERROR-FREE, (iii) THAT PRODUCTS WILL BE AVAILABLE, ACCURATELY DEPICTED OR PRICED, (iv) THAT THE RESULTS OBTAINED FROM USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (v) THAT THE QUALITY OF ANY PRODUCTS, THE SITE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, OR (vi) THAT PRODUCTS WILL BE PROPERLY DELIVERED IN PROPER AMOUNTS.
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- (e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DAP OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS OF USE OR OTHERWISE APPLICABLE PURSUANT TO YOUR PURCHASE OF DAP PRODUCTS.

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## 11. Notice

Notices to you may be made via either email or regular mail. DAP may also provide notices of changes to these Terms of Use or other matters by displaying general notices or links to such general notices on the Site. Notice or other correspondence to DAP should be sent by certified mail, return receipt requested to:

DAP Canada, a division of RPM Canada  
475 Finchdene Sq., Unit #5  
Toronto, Ontario M1X 1B7

## 12. Specific Trademark Information

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### 13. General Information

These Terms of Use constitute the entire agreement between you and DAP relating to the matters contained herein and supersede any prior agreements between you and DAP with regard to your use of the Site. You also may be subject to additional terms and conditions contained in invoices, purchase orders, shipping manifests, bills of lading or terms and contracts that may apply when you use affiliate services, third party content or third party software. These Terms of Use shall be governed and construed in accordance with the laws of the Province of Ontario without regard to choice of law provisions, unless the applicable laws of your province of residence require that the laws of such province shall govern, in which case the laws of such province are to govern. You and DAP irrevocably attorn to the jurisdiction of the courts of the Province of Ontario unless required otherwise by applicable laws of your province of residence. You and DAP expressly agree to exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, replaced or re-enacted from time to time. By using this Site, you agree that DAP, in its sole discretion, may require you to submit any disputes arising from use of this Site or these Terms of Use concerning or including disputes arising from or concerning the interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes filling gaps in contract or its adaptation to newly arisen circumstances, to final and binding arbitration to be settled by a single arbitrator pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The arbitration shall be held in Toronto, Ontario and shall apply the substantive law of Ontario unless the applicable laws of your province of residence require that the laws of such province shall govern, in which case the laws of such province are to govern. Any arbitration award initiated under this clause shall be limited to monetary damages and not equitable relief. Further, the arbitrator shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual direct damages in any arbitration initiated pursuant to this Section except as required by statute. Notwithstanding the foregoing, DAP may seek equitable relief, including preliminary and permanent injunction, in any court of competent jurisdiction to prevent or enjoin misappropriation, misuse, unauthorized disclosure or infringement of any intellectual property rights. The failure of DAP to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use 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 of Use remain in full force and effect. Except as otherwise prohibited by law, you must file any claim or cause of action arising out of or related to your use of the Site or the Terms of Use within one (1) year after such claim or cause of action arose. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

### 14. Violations

Please report any violations of the Terms of Use to [dapwebmaster@dap.com](mailto:dapwebmaster@dap.com).

The parties acknowledge that they have required that these Terms of Use be prepared and provided in English. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en anglais.

Sections 5, 9, 10 and 13 shall survive the termination of your right to use this Site.

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