TERMS OF USE

The following are terms of use that constitute a legally binding agreement (“Contract”) between you (whether as an individual, a corporate entity of any kind) and Activar, Inc. including its affiliates and subsidiaries, Activar Construction Products Group Inc., Activar Plastic Products Group Inc., Activar Technical Products Group Inc., and Activar Industrial Products Group Inc. (collectively referred to as “Activar,” “we,” “our,” or “us”).

This website and contents (“Site”) is owned by Activar. The Site is protected by law, including, but not limited to, United States copyright law and/or international treaties and other international law. Any unauthorized Use (as defined below) of any content, features or functionality contained or made available by this Site is a breach of your contractual obligations hereunder, other relevant agreement(s) you have with us, and may also be in violation of copyright or trademark laws, privacy, publicity, communications regulations and statutes.

Logging in to the Site, viewing the Site pages, interacting with the various available Site functions, inputting information, copying, linking or any other similar activities collectively constitute “Use” (including the various grammatical variations thereof). YOU AGREE THAT YOUR USE OF THE SITE

SUFFICIENTLY DEMONSTRATES AND SERVES TO CONFIRM YOUR UNQUALIFIED CONSENT TO THE TERMS

AND CONDITIONS IN THIS CONTRACT. If you do not agree to this Contract, you will not be permitted to Use the Site.

We may periodically audit your Use of the Site. In the event we conclude that your Use is in violation of this Contract, we may block your access at any time, and without notice. This remedy is in addition to any other remedy available at law, the exercise of which shall be undertaken at our sole discretion.

WE RESERVE THE RIGHT TO CHANGE AND/OR AMEND THESE TERMS AND CONDITIONS AT ANY TIME.

We are not obligated to provide you with advance notice.

This Contract does not alter in any way the terms and conditions of any other contract you may already have with us.

**CONTENTS**

ACCURATE INFORMATION & ACCOUNT SECURITY
USE RESTRICTIONS

WARRANTY DISCLAIMER

LIMITATION OF LIABILITY

INDEMNIFICATION

TRANSMISSIONS

ENTIRE CONTRACT

MISCELLANEOUS & GOVERNING LAW

**ACCURATE INFORMATION & ACCOUNT SECURITY**

All the information that you provide in order to Use the Site is true, accurate, current, and complete. You will change any password immediately if you believe it may have been compromised or used without authorization. You also agree to immediately inform us of any breaches of security that you become aware of, such as loss, theft, or unauthorized disclosure or use of your username or password by contacting us at siteadmin@activar.com. Until we are so notified you will remain liable for any unauthorized access and use of your account.

**USE RESTRICTIONS**

Copyright: All content in this Site, including, without limitation, text, pictures, graphics and data, and the selection and arrangement thereof, are copyrighted materials of Activar ©2010-2020 ALL RIGHTS RESERVED, or of the original author of the material. You may not “mirror” any material contained in this Site on any other server, or deep link into any other page on this Site without our prior, express written permission by an officer of Activar.

Trademarks: Any and all trademarks, service marks, trade names and logos (collectively, the “Trademarks”) used and displayed on this Site are registered and unregistered Trademarks of Activar or its licensors. These Trademarks may not be copied, imitated or used, in whole or in part, without our prior, explicit written permission. Nothing in this Contract confers on you any right of ownership to any of the Trademarks. Further, nothing in this Site shall be construed as granting, by implication, estoppel or otherwise any license or right to use any Trademark displayed on the Site, without our prior, explicit written consent.

Hyperlinks: Any third-party links provided in the Site are provided solely for your convenience. We do not review, endorse nor make any representations about such sites, and your use of these sites is at your own risk. You agree that we will not be responsible or liable under any circumstances or theories,

directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with your use or reliance on these third-party sites.

Limited Access: You agree you will not use, directly or indirectly, any bot, spider, or other automatic method or means, nor any manual processes to copy any part of this Site. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You will not take any action, directly or indirectly, that we, in our sole discretion, conclude imposes an unreasonable or disproportionately large load on any components of our computer infrastructure or that of our service providers.

Additional Use Restrictions: You may not post, intercept, transmit, email, retransmit or store material on, from and/or through the Site, which, in our sole judgment: (i) violates any local, state, federal or foreign law or regulation, (ii) is threatening, harassing, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity, or (iii) violates the rights of any person, including rights protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations. You will be solely responsible for determining and complying with any and all laws and regulations that are applicable to your Use.

By way of illustration, neither of which shall be deemed exhaustive, the following activities are prohibited:

1. Upload, post, email or otherwise transmit any data that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful or racially, ethnically or otherwise objectionable;
2. Impersonate any person or entity, including, but not limited to, another employee (e.g., a colleague), an Activar employee, officer, director or agent, or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted through this Site or develop restricted or password-only access pages or images;
4. Upload, post, email or otherwise transmit any data that infringes any patent, trademark, trade secret, copyright or other proprietary and/or confidentiality rights of any party;
5. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, spam, chain letters, pyramid schemes or any other form of solicitation; and
6. Upload, post, email or otherwise transmit any data that contains malware.

**WARRANTY DISCLAIMER**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS SITE. THIS SITE AND ALL OF ITS CONTENT ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR

WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ACTIVAR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS SITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BENOVATE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS SITE; (C) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THIS SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF MALWARE.

Activar does not endorse and is not responsible for statements, advice and opinions made by anyone other than authorized Activar representatives. WITHOUT LIMITING ANY OF THE FOREGOING, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR SHAREHOLDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY MALWARE; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND MALWARE CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS ($100.00).

This Site gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in this Contract may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in this Contract shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

**INDEMNIFICATION**

You will indemnify and defend Activar from any loss, liability, claim, demand, damage or expense (including reasonable legal fees) asserted by any third party relating in any way to your Use or breach of this Contract. Any settlement you agree to shall not, under any circumstances, impose an un-indemnified obligation on us without our prior explicit written consent. Without limiting the application of neither this section, nor any of its other rights under applicable law, Activar reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

**TRANSMISSIONS**

Any information you transmit to or post on this Site, by any means, will be treated as non-confidential.

**ENTIRE CONTRACT**

This Contract contains the entire understanding and agreement between you and Activar with respect to this Site and supersedes all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Activar with respect to this Site and your Use of this Site.

**MISCELLANEOUS & GOVERNING LAW**

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, then such

provision shall be construed as nearly as possible to correspond with Activar’s intentions and without prejudice to Activar as the drafter and the remaining provisions in the Contract shall remain unaffected. Our failure to exercise or enforce any right or provision of this Contract shall not constitute a waiver of such right or provision, unless previously and explicitly agreed to by us in writing. The section titles in this Contract are solely used for convenience and have no independent legal significance. This Contract may be assigned in whole or in part by us, but this Contract may not be assigned by you. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, notwithstanding any conflict of laws provisions or rules. You unequivocally, irrevocably and unconditionally: (i) consent to the exclusive jurisdiction of the state and federal courts sitting in Hennepin County, Minnesota for any litigation or dispute arising out of relating to this Contract; (ii) agree to waive a trial by jury; (iii) agree not to commence any litigation arising out of relating to this Contract in any other jurisdiction; and (iv) agree not to plead or claim that such litigation is being brought in an inconvenient forum.