



## KIDDE GLOBAL SOLUTIONS

### ONLINE TERMS OF USE

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**THESE TERMS OF USE INCLUDE AN ARBITRATION PROVISION. UNLESS YOU PROPERLY REJECT THE ARBITRATION PROVISION IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH KIDDE GLOBAL SOLUTIONS. FOR EXAMPLE, IN ARBITRATION YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.**

These Services (as defined below) are owned and operated by Kidde Global Solutions on behalf of itself and its affiliated companies (collectively, “KGS,” “we,” “our,” or “us”).

These terms of use (“**Terms of Use**”) govern the use by any user residing in or accessing any Websites or online services that we own and control in the United States (“**Users**,” “**you**,” or “**your**”), including any website or mobile application, that posts a link to these Terms of Use, and any interactive features, widgets, plug-ins, applications, content, downloads and other services that we may own and control and make available to Users through any Websites that we own and control and to which we post a link to these Terms of Use, including any services or any self-service platform we offer (collectively, the “**Services**”), regardless of how you access or use them, whether via personal computers, mobile devices or otherwise (each a “**Device**”). To the extent that we provide you notice on the Services of different or additional terms of use or if you access our Services from a different jurisdiction outside of the United States, those additional or jurisdiction-specific terms shall govern your use of any Services. The Services may describe products and services that are available only in certain jurisdictions (or only parts of them). We reserve the right to limit the availability of our Services and/or the provision of any content, product, service, or other feature described or available on our Services to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide.

Your use of the Services constitutes your agreement to these Terms of Use.

In addition to reading these Terms of Use, please review our Website **Privacy Policy**: <https://www.kiddeglobalsolutions.com/privacy-notice>, which applies to our collection, use and sharing of your information on the Services. ***If you do not agree to the terms of our Privacy Policy or these Terms of Use, please do not access or otherwise use this Website or any information or content contained on the Services.***

These Terms of Use may be revised by us periodically at any time. It is your responsibility to visit the Services frequently to review carefully the current terms and conditions of use that govern Users' continued use of the Services and access to Site Content (as defined below). When we modify these Terms of Use, we will update the effective date above. Your use of the Services following the posting of an updated Terms of Use constitutes your irrevocable acceptance of such new Terms of Use. Each and every time you access and use the Services you shall be deemed to have agreed to the then current applicable Terms of Use. As a condition of your use of the Services and access to Site Content, you warrant to us that you will not use the Services for any purpose that is unlawful or prohibited by these Terms of Use or applicable law or reproduce or distribute any portions of the Services or Site Content for any commercial use, except as expressly authorized herein.

### **Intellectual Property.**

The design of the Services and their content, including the text, information, data, software, scripts, graphics, photos, sounds, videos, music, interactive features, products, materials, services and the like and any trademarks, service marks and logos contained therein ("**Site Content**"), are the exclusive property of or are licensed to KGS or one of its affiliates and are protected by applicable copyright and other intellectual property laws. KGS hereby grants you a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to view and download the Site Content only for your personal use, provided that you retain all copyright and other proprietary notices on any permitted copies of the materials. You may not copy, reproduce, modify, adapt, display, perform, publish, create derivative works from, store, translate, sell, rent, or otherwise exploit these Services or any of the Site Content. KGS reserves all rights not expressly granted to you in and to the Services and the Site Content under these Terms of Use. You agree not to engage in any use, copying, or distribution of any of the Site Content, whether manually or by using robot, scraper, crawler or any other automated device or process, other than as expressly permitted herein or as reasonably necessary for you to use the Services for its intended purpose, including any use, copying, or distribution of any Site Content for any commercial purposes. You in no way will obtain any ownership interest or other right in any of the Site Content.

The display of any trade names, trademarks, service marks, logos, or domain names on these Services or Site Content does not imply that a license of any kind has been granted to you with respect to such trade names, trademarks, service marks, logos, or domain names, except as explicitly stated herein. Any unauthorized downloading, re-transmission or other copying or modification of trade names, trademarks, service marks, logos or domain names may be a violation of trademark laws and could subject you to legal action.

### **Services Use and Restrictions.**

Any unauthorized use by you of these Services for any purpose is prohibited. We may suspend or terminate the availability or your use of the Services (and any elements or

features of it), in whole or in part, for any reason, and at any time, in our sole discretion, and without advance notice or liability to you.

You agree that you will not: (i) use our Services for any political or commercial purpose, aside from the purchase of goods or services if offered for sale through the Services by KGS or any of its affiliates; (ii) engage in any activities through or in connection with our Services that attempt to or actually do harm to any individuals or entities or are unlawful, offensive or abusive, or that violate any right of any third party, or are otherwise objectionable to KGS in its sole discretion; (iii) reverse engineer, decompile, disassemble, reverse assemble or modify any Services source or object code or any software or other products, services or processes accessible through any portion of our Services; (iv) engage in any activity that interferes with another user's access to our Services or the proper operation of our Services, or otherwise causes harm to our Services, KGS or other users; (v) use Site Content in a manner that suggests an unauthorized association with any of our products, services or brands; (vi) interfere with or circumvent any security or access feature of our Services; or (vii) otherwise violate these Terms of Use or applicable law.

### **Creating and Terminating Accounts.**

Some of the Services features may require an applicable User to register for an account through an online registration process. When you register for an account, you will select login credentials and you agree that you: (i) will not use a username (or e-mail address) used by someone else, that impersonates another person, belongs to another person, violates the intellectual property or other right of any person or entity or that is offensive; (ii) will provide true, accurate, current and complete registration information about yourself and your organization during any registration process and will update it as needed to keep it accurate; (iii) will immediately notify us of any unauthorized use of your account, password or username, or any other breach of security; and (iv) will not sell, transfer, or assign your account or any account rights. You are solely responsible for all activities that occur under your account, password and username whether or not you authorize the activity. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your device(s) so that others may not access any password-protected portion of our Services using your name, username, or password. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations in this section. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated or incomplete, or violates these Terms of Use, or any applicable law, we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account, or suspend or otherwise deny you access to it, or its benefits all in our sole discretion, for any reason, and without advance notice or liability.

### **Online Submissions.**

You may be able to submit material such as a form or request on the website. If the Services permit you to submit such material, you agree that you will not submit any information that you know to be, or have reason to believe to be, false, fraudulent, deceptive, inaccurate, misleading or infringing on any third party's rights.

### **Modifications to Prices.**

By providing information or other materials, on our Services, KGS does not in any way promise that the information or other materials will remain available to you. KGS RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRODUCTS AND SERVICES, EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEB SERVICES OR BY E-MAIL DELIVERY TO YOU.

Except as expressly stated herein, the information contained on these Services is not an offer to sell, bind or issue, or a solicitation to purchase, any product by KGS. Rather, the information on our products is provided to you so you can learn what products KGS generally offers. We may make improvements and/or changes to the products at any time without notice to you.

### **Security and Communications.**

You should be aware that the Internet is not secure. If you choose to send any electronic communications by means of these Services, you do so solely at your own risk, and in doing so you consent to receive communications from us electronically. KGS does not guarantee that electronic communications will not be intercepted or changed or that they will reach the intended recipient securely. Further, please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any applicable legal requirement that such communications be in writing.

### **Links to Third-Party Websites.**

These Services may contain hyperlinks to Websites operated by persons or entities other than KGS or any of its affiliates. Such hyperlinks are provided for your reference and convenience only. Please be aware that KGS does not monitor, endorse or accept responsibility for the content on such Websites or the operator or operations of such Websites. You are solely responsible for determining the extent to which you may use any content or services provided at any other Websites that you might link to from these Services. **You agree not to hold KGS responsible or liable for the content or operation at any other Website to which you might link from these Services.** Selected content on KGS's Services is provided by a third party. KGS has no control over, and takes no responsibility for supplementing, correcting or updating that information. Furthermore, KGS makes no warranties or representations to you of any kind whether with respect to such third-party content's accuracy, completeness, timeliness or otherwise. KGS has no obligation to correct or update that information and

shall not be liable to you for damages of any kind arising out of your access, inability to access or reliance upon any information contained or services offered in these other Websites.

### **Disclaimers.**

**Your access to and use of these Services is at your sole risk. You are entirely liable for your activities. KGS does not warrant to you the accuracy, completeness, timeliness, availability, usefulness or other characteristics of the Services or any Site Content. These Services and the information on it are provided solely on an “as is” and “as available” basis. KGS makes no representation or warranty to you of any kind, express or implied, and hereby disclaims all warranties, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. KGS does not warrant to you that these Services are free of viruses, worms, trojan horses or other harmful components.**

**KGS shall not be responsible or liable, directly or indirectly, to you for any loss or damage, including any lost profits, lost revenue lost savings or any direct, incidental, punitive or consequential damages, caused by your use of, or reliance on, or inability to use or access, or delays in, or inaccuracies or errors or defects or omissions in, the Services, whether resulting from impaired or lost data, software or computer failure or any other cause, regardless of the claim as to the nature of the cause of action, and even if KGS has been advised of the possibility of such damage or loss.**

**You hereby expressly and irrevocably release KGS and its direct and indirect affiliates from any and all liability or responsibility for any damage caused, directly or indirectly, to you or any third party as a result of use of these Services or the Site Content, including any content or file downloaded or accessed. You specifically acknowledge that KGS and its direct and indirect affiliates shall not be liable for your User Submissions, any claim content or the defamatory, offensive, harmful or illegal conduct of any third party, and that the risk of harm or damage from the foregoing rests entirely with you.**

**You agree that any cause of action or claim you may have against KGS or any of its direct and indirect affiliates arising out of or relating to these Terms of Use or the Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.**

**See below for potential exclusions and limitations in your jurisdiction to the above disclaimers.**

### **Indemnification.**

**You agree to defend, indemnify and hold KGS, its direct and indirect affiliates and their respective employees, agents, officers, directors, contractors, suppliers, successors,**

assigns and other representatives harmless from and against all liabilities, damages, demands, settlements, claims, actions, costs and expenses (including reasonable attorneys' fees and expenses) in connection with or arising from: (i) your use of these Services, the Site Content, and/or your uploading of any insurance claim content, if available, as it may change from time to time; or (ii) your violation of these Terms of Use. KGS may, if necessary, participate in the defense of any claim or action at your sole expense and any negotiations for settlement. KGS reserves the right, on notice to you, to assume exclusive defense and control of any claim or action subject to indemnification by you, without relieving you of your indemnification obligations hereunder. Upon learning of a third-party claim that your use violates or allegedly violates a third party's rights, you agree promptly to notify KGS. You agree to cooperate in good faith with us as reasonably required in the defense of any such claims, and you shall not in any event settle any such claim or matter without the prior written consent of KGS.

**See below for potential exclusions and limitations in your jurisdiction to the above disclaimers.**

#### **No Waiver.**

Except as expressly set forth in these Terms of Use, (a) no failure or delay by you or KGS in exercising any of rights, powers or remedies under these Terms of Use will operate as a waiver of that or any other right, power or remedy, and (b) no waiver or modification of any term of these Terms of Use will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

#### **Severability and Interpretation.**

If any provision of these Terms of Use is for any reason deemed invalid, unlawful, void or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms of Use, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms of Use (which will remain in full force and effect). Any waiver of any provision of these Terms of Use must be in writing signed by an authorized representative of KGS to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. To the extent permitted by applicable law, you agree to waive, and you hereby irrevocably waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms of Use, the word will be deemed to mean "including, without limitation."

#### **Availability of Products and Services; International Issues.**

If you are from a non-U.S. country, please be aware that the laws in the United States are likely different from those of the country in which you are located. By using and providing information through the US Services, you are consenting to (and represent

that you have authority to consent to), the transfer of such information to the United States for the uses and purposes described in these Terms of Use (and any Additional Terms), and subject to our Privacy Policy.

### **Ability to Accept Terms of Use.**

You affirm that you are the age of majority in your jurisdiction and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. The Services not intended for children under the age of eighteen (18). If you are under 18 years of age, then please exit now and do not use the Services.

### **Applicable Law.**

These Terms of Use will be governed by, construed and enforced solely in accordance with the laws of the State of Florida without giving effect to its principles of conflicts of law or the application of any law of any other jurisdiction. Subject to the dispute resolution and arbitration provisions set forth below, you hereby irrevocably consent and submit to the personal jurisdiction of the state and federal courts located in Florida.

IF YOU ARE A CONSUMER, HOWEVER, THIS PROVISION SHALL NOT BE CONSTRUED TO LIMIT YOUR RIGHTS UNDER ANY APPLICABLE CONSUMER PROTECTION LAWS OF YOUR STATE OR JURISDICTION OF RESIDENCE TO THE EXTENT SUCH CONSUMER PROTECTION LAWS MAY NOT BE WAIVED.

### **Exclusions and Limitations; Consumer Protection Notice.**

If you are a consumer, the provisions in these U.S. Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your state of residence or jurisdiction. Certain states, like New Jersey, have heightened consumer protection laws that may make certain terms of these Terms of Use inapplicable to you. Specifically, if you are a New Jersey consumer, certain of these Terms of Use do not limit or waive your rights as a consumer under New Jersey law and the provisions in these Terms of Use, as they pertain to you, are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. No provision of these Terms of Use shall limit or waive your rights as a consumer under the law of your state of residence. In any event, KGS reserves all rights, defenses and permissible limitations under the law of your state of residence or jurisdiction.

### **User Submissions.**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information that you provide to KGS (“**User Submissions**”) are not confidential and you grant KGS a worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable license to distribute, publish, modify, edit, create derivative works or otherwise use your User Submissions. KGS shall be entitled to the unrestricted

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**Contact Us.**

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