

## **POLYTRON®**

### **53 WEEKS OF SAFETY™ Series**

#### **WEBSITE TERMS OF USE AND DISCLAIMER**

By proceeding to view or navigate the **Polytron® 53 Weeks of Safety™** series website ([www.Polytron.com](http://www.Polytron.com)), you (“You” or “Customer”) represent that You are an adult, that You are acting for yourself or for a legal entity with full authority to bind that entity (and which is hereinafter included in references to “You” or “Customer”), that You are subject to the laws of the United States of America, that You are legally competent to make the representations and agreements set forth in this **POLYTRON® 53 WEEKS OF SAFETY™ SERIES WEBSITE TERMS OF USE AND DISCLAIMER**, that you have read and understood the representations and agreements set forth in this **POLYTRON® 53 WEEKS OF SAFETY™ SERIES WEBSITE TERMS OF USE AND DISCLAIMER**, and that You do represent and agree as follows:

To access the **Polytron® 53 Weeks of Safety™** series website or to access some of its content, You may be asked to provide certain information or give additional consents. It is a condition of Customer’s use of the **Polytron® 53 Weeks of Safety™** series website that all the information You provide on the **Polytron® 53 Weeks of Safety™** series website is correct, current, and complete.

The **Polytron® 53 Weeks of Safety™** series website constitutes promotional material for the **Polytron® 53 Weeks of Safety™** series, and all of the content of the **Polytron® 53 Weeks of Safety™** series website is solely for the purpose of providing information to Customer about the **Polytron® 53 Weeks of Safety™** series as a predicate to a potential purchase by Customer of the **Polytron® 53 Weeks of Safety™** series. Customer recognizes and understands that the content of the **Polytron® 53 Weeks of Safety™** series website is in the nature of advertising, that Customer cannot rely on the content of the **Polytron® 53 Weeks of Safety™** series website for any purpose other than Customer’s determination, on behalf of Customer alone and no one else, to proceed with further consideration of the possible purchase by Customer of the **Polytron® 53 Weeks of Safety™** series, and Customer agrees that Customer will not rely on any specific information, statement, depiction or other content of or accessed through the

**Polytron® 53 Weeks of Safety™** series website for any purpose. Customer agrees that viewing or navigating the **Polytron® 53 Weeks of Safety™** series website does not create privity between Customer and Polytron in any way or for any purpose beyond the terms set forth in this POLYTRON® 53 WEEKS OF SAFETY™ SERIES WEBSITE TERMS OF USE AND DISCLAIMER and that, if Customer subsequently elects to purchase the **Polytron® 53 Weeks of Safety™** series, that Customer will be bound by the terms of the **Polytron® 53 Weeks of Safety™** series PURCHASE AGREEMENT that is made available to Customer prior to the completion of such purchase. By viewing or using the **Polytron® 53 Weeks of Safety™** series website, you accept and agree to be bound and abide by this POLYTRON® 53 WEEKS OF SAFETY™ SERIES WEBSITE TERMS OF USE AND DISCLAIMER and by Polytron's Privacy Policy and any other terms pertaining to use of the **Polytron® 53 Weeks of Safety™** series website that are set forth on the **Polytron® 53 Weeks of Safety™** series website itself. If You do not agree to this POLYTRON® 53 WEEKS OF SAFETY™ SERIES WEBSITE TERMS OF USE AND DISCLAIMER, You must not access, view or navigate the **Polytron® 53 Weeks of Safety™** series website, and should You subsequently determine that You do not agree with any additional terms pertaining to use of the **Polytron® 53 Weeks of Safety™** series website that are set forth on the **Polytron® 53 Weeks of Safety™** series website itself, then You agree that You will thereupon discontinue any viewing or navigation of the **Polytron® 53 Weeks of Safety™** series website and immediately exit therefrom.

UNDER NO CIRCUMSTANCES WILL POLYTRON BE LIABLE FOR ANY DAMAGES, WHETHER ALLEGED TO ARISE IN LAW OR IN EQUITY, OR TO SOUND IN TORT OR IN CONTRACT OR OTHERWISE, ALLEGED TO HAVE BEEN CAUSED OR TO HAVE ARISEN OUT OF OR IN RELATION TO YOUR USE, VIEWING OR NAVIGATION OF THE POLYTRON® 53 WEEKS OF SAFETY™ SERIES WEBSITE.

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## **POLYTRON®**

### **53 WEEKS OF SAFETY™ SERIES**

#### **PURCHASE AGREEMENT**

This **POLYTRON® 53 WEEKS OF SAFETY™ SERIES PURCHASE AGREEMENT** (this “Agreement”) sets forth the terms and conditions of the sale by Polytron, Inc. (“Polytron,” “we” or “us”) and the purchase by you of the **Polytron® 53 Weeks of Safety™ Series**. (References in this Agreement to the “**Polytron® 53 Weeks of Safety™ Series**” include any and all materials, tangible or intangible, provided to Customer pursuant to this Agreement and all of the elements of the **Polytron® 53 Weeks of Safety™ Series** identified, described or alluded to on the **Polytron® 53 Weeks of Safety™ Series** website.) By utilizing the purchase procedures provided for on the **Polytron® 53 Weeks of Safety™ Series** website ([www.Polytron.com](http://www.Polytron.com)), you (“You” or “Customer”) represent that You are an adult, that You are acting for yourself, or for a legal entity with full authority to bind that entity (and which is hereinafter included in references to “You” or “Customer”), that You are subject to the laws of the United States of America, that You are legally competent to make the representations and agreements set forth in this **POLYTRON® 53 WEEKS OF SAFETY™ SERIES PURCHASE AGREEMENT**, that you have read and understood the representations and agreements set forth in this **POLYTRON® 53 WEEKS OF SAFETY™ SERIES PURCHASE AGREEMENT** and that You do represent and agree as follows:

This Agreement becomes effective and enforceable upon Customer’s completion of the purchase procedure provided for on the **Polytron® 53 Weeks of Safety™ Series** website or by You otherwise evidencing Customer’s intent to purchase the **Polytron® 53 Weeks of Safety™ Series**. The following terms and conditions, together with any documents they expressly incorporate by reference govern the entirety of the transaction between Polytron and Customer concerning, relating to or arising out of the purchase and use by Customer of the **Polytron® 53 Weeks of Safety™ Series**.

#### **Intellectual Property Rights**

The **Polytron® 53 Weeks of Safety™ Series** and its entire contents, features and functionality (including but not limited to all safety topics, information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Polytron, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, trade secret, trade dress, unfair competition, and other laws, and may not be resold or provided, in whole or in part, by Customer to any other person or entity or

otherwise used by Customer for any purpose other than use by Customer in Customer's workplace safety program as provided for or contemplated in this Agreement.

No right, title or interest in or to **Polytron® 53 Weeks of Safety™** Series materials, intellectual property, or any Polytron content is transferred to You, and all rights not expressly granted are reserved by Polytron.

The "Polytron" name and all related names, trademarks, trade dress, copyrights, logos, product and service names, designs, graphics, and slogans are the property of Polytron or its affiliates or licensors, and may not be used by Customer without the prior written permission of the Polytron.

### **Compliance by Customer with Applicable Laws**

Customer agrees that Customer is responsible for compliance by Customer, in or relating to the purchase and use by Customer of the **Polytron® 53 Weeks of Safety™** Series, with any and all applicable laws and regulations. Customer represents and warrants that Customer is fully apprised and knowledgeable concerning all such applicable laws and regulations, and Customer covenants to Polytron that Customer's purchase and use of the **Polytron® 53 Weeks of Safety™** Series is and will be lawful in all respects and for all purposes.

### **Purchase and Use Is at Customer's Own Risk**

You agree that your purchase and use of the **Polytron® 53 Weeks of Safety™** Series is at Customer's own risk, and you further agree to hold Polytron harmless from any and all damage that could occur to you from such purchase and use.

### **Customer Releases Polytron from Any and All Liability**

You hereby release and forever discharge Polytron from any and all liability and from any damages Customer may suffer as a result of the purchase and use of the **Polytron® 53 Weeks of Safety™** Series. You further acknowledge and agree that this Release is binding upon Customer's owners, directors, officers, employees, successors, heirs and assigns. You agree that this Release is irrevocable.

### **Reliance on Information**

The information presented on or through the **Polytron® 53 Weeks of Safety™** Series is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials

by you or anyone acting for, by or through Customer's purchase or use of the **Polytron® 53 Weeks of Safety™** Series, or by anyone who may be informed of any of its contents by or through Customer's purchase or use of the **Polytron® 53 Weeks of Safety™** Series.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT POLYTRON IS NOT ACTING AS A SAFETY CONSULTANT AND DOES NOT GUARANTEE THAT YOU WILL ACHIEVE ANY PARTICULAR RESULT FROM USING THE **POLYTRON® 53 WEEKS OF SAFETY™ SERIES**. POLYTRON HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

### **Limitation on Liability**

IN NO EVENT WILL POLYTRON, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE, OR INABILITY TO USE, THE **POLYTRON® 53 WEEKS OF SAFETY™** SERIES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE OR LOSS OF GOODWILL, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

### **Indemnification**

Customer agrees to defend, indemnify and hold harmless Polytron, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to any violation by Customer of this Agreement or otherwise arising from Customer's purchase and use of the **Polytron® 53 Weeks of Safety™** Series.

## **Governing Law and Jurisdiction**

All matters relating to this Agreement or otherwise to the purchase and use of the **Polytron® 53 Weeks of Safety™** Series and any dispute or claim arising therefrom or related thereto (including without limitation non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding commenced by you and arising out of, or related to this Agreement or otherwise to the purchase and use of the **Polytron® 53 Weeks of Safety™** Series and any dispute or claim arising therefrom or related thereto (including without limitation non-contractual disputes or claims) shall be instituted exclusively in the state or federal district courts located in Gwinnett County, Georgia. Notwithstanding the foregoing, we retain the right to bring any suit, action or proceeding against you for breach of this Agreement in Gwinnett County, Georgia or in Customer's county of residence (if in the United States) or any permissible venue (if outside the United States). You waive any and all objections to the exercise of jurisdiction over you by such courts and consent to the jurisdiction of and to venue in such courts.

## **Arbitration**

At Polytron's sole discretion, Polytron may require you to submit any disputes arising from any matter relating to this Agreement or otherwise to the purchase and use of the **Polytron® 53 Weeks of Safety™** Series and any dispute or claim arising therefrom or related thereto (including without limitation non-contractual disputes or claims), including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination of this Agreement to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Georgia law. The situs and venue for any such arbitration proceedings shall be in Fulton, Gwinnett, Dekalb or Cobb County, Georgia.

## **Waiver and Severability**

No waiver by Polytron of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Polytron to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such

provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

### **Entire Agreement**

The terms and provisions set forth in this Agreement and in any document incorporated by reference herein constitute the sole and entire agreement between Customer and Polytron with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter hereof. Customer represents and agrees that Customer has not relied on any statement or representation of any kind by Polytron or from any other source in entering into this Agreement.

Polytron and Customer each represents to the other and agrees that there is no intent, in entering into this Agreement, to create or bestow any third party rights or benefits and that this Agreement may be enforced only by Polytron and Customer or their respective successors or assigns.

Notwithstanding any other provision of this Agreement, neither this Agreement nor any right, liability, or obligation hereof may be assigned, in whole or in part, by Customer to any other person or entity without the prior written consent of the Polytron. Polytron's right to decline to consent to any proffered assignment shall be absolute and unfettered.