MFS SUPPLY LLC’S TERMS OF USE

EFFECTIVE DATE: January 28th, 2022

Welcome to MFS Supply LLC’s website, www.MFSSupply.com. “You” and “Your” includes, collectively, You, individually, anyone acting on Your behalf, including, but not limited to your agents, agents, affiliates, beneficiaries, or heirs, and anyone You are acting on behalf of, and “MFS Supply” includes, collectively, MFS Supply LLC and its subsidiaries, affiliates, partners, managers, officers, members, employees, beneficiaries, agents, assigns, vendors, fulfillment and Carriers, insurers, successors, agents, assignees, or trustee in bankruptcy. You may sometimes be referred to as a “Visitor,” “User,” or “Customer.”

By using, visiting, or browsing any MFS Supply or other online or mobile services or applications that MFS Supply links to these Terms of Use (collectively, the “Website(s)”), You accept, without limitation or qualification, these Terms of Use and agree to, without limitation, the terms of MFS Supply’s Privacy Policy. If You do not agree to these Terms of Use, do not use, visit, or browse MFS Supply’s Website. Acceptance of these Terms of Use constitutes a legal agreement between You and MFS Supply.

1. USERS/COPPA (CHILDREN ONLINE PRIVACY PROTECTION ACT). Individuals under the age of 18 are not eligible to use our Website, or to contract with MFS Supply. By using, visiting, browsing or making a purchase on a Website, You are certifying that You are over the age of 18. By using, visiting, browsing, or making a purchase on a Website or providing information on behalf of another, You are certifying and representing that You have the authority to bind that individual, company or other legal entity to these Terms.

We are committed to protecting the privacy of children. The Website is not designed or intended to attract individuals under the age of 18, and MFS Supply does not knowingly collect personal information online from visitors under the age of 18. If You are a parent or guardian and You are aware that Your child has violated these Terms and provided MFS Supply with personal information, please contact MFS Supply so that it may take steps to remove that information from its servers. If MFS Supply becomes aware that it has collected information from children without verification of parental consent, MFS Supply will take steps to remove that information from its servers.

2. CHANGES TO TERMS OF USE. MFS Supply may at any time revise these Terms of Use. You are bound by any such revisions and should therefore periodically visit MFS Supply’s Website to determine the then current Terms of Use to which You are bound. By using, visiting, or browsing the Website after changes are made, You agree to be bound by the Terms of Use as revised.

3. COLLECTION AND USE OF INFORMATION. You acknowledge that when You use, visit, or browse MFS Supply’s Website, MFS Supply may collect information You make available to it as well as use automatic data collection techniques including the use of cookies or web beacons. All information MFS Supply collects is subject to its Privacy Policy. For more information, please review our Privacy Policy carefully.

4. LIMITATIONS OF USE/ CODE OF CONDUCT. When using, visiting, or browsing our Website, You agree to

   a. comply with all applicable laws, rules and regulations, and
   b. conduct Yourself in an appropriate manner at all times while using a Website.

When using, visiting, or browsing our Website, You further agree not to
a. use the Website for any inappropriate purpose,
b. provide false, inaccurate, or incomplete information,
c. post or submit to a Website any incomplete, false or inaccurate biographical information or information which is not Your own,
d. share with a third party any login credentials to a Website,
e. solicit passwords or personally identifiable information from other users of a Website,
f. engage in any conduct that is offensive, indecent, or vulgar,
g. harass, incite harassment or advocate harassment of any group, company, or individual,
h. delete or alter any material posted by any other person or entity,
i. send unsolicited mail or email, make unsolicited phone calls or send unsolicited texts, tweets or faxes promoting and/or advertising products or services to any other user of a Website, or contact any users that have specifically requested not to be contacted by You,
j. upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website,
k. violate any of the procedures, policies or regulations of networks connected to the Website, the terms of which are incorporated herein,
l. transmit, post, distribute, store or destroy material, including without limitation MFS Supply's Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of MFS Supply's Privacy Policy,
m. take any action that imposes an unreasonable or disproportionately large load on a Website,
n. use any device to navigate or search a Website other than the tools available on the Website, generally available third party web browsers, or other tools approved by MFS Supply,
o. use any data mining, robots or similar data gathering or extraction methods,
p. violate or attempt to violate the security of a Website including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,
q. forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting,
r. reverse engineer or decompile any parts of a Website,
s. aggregate, copy or duplicate in any manner any of the MFS Supply's Content or information available from a Website, other than as permitted by these Terms of Use and our Privacy Policy,
t. frame or link to any MFS Supply's Content or information available from a Website, unless permitted by these Terms of Use,
u. post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms of Use, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media,
v. access data not intended for You or logging into a server or account which You are not authorized to access,
w. post content that contains restricted or password-only access pages, or hidden pages or images,
x. attempt to interfere with another user’s use of the Service, host or network, including, without limitation, via means of submitting a virus to a Website, overloading, “flooding”, “spamming”, “mailbombing” or “crashing”,

y. promote or endorse an illegal or unauthorized copy of another’s copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files,

z. use a Website for any unlawful purpose or any illegal activity, or post or submit any content that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by MFS Supply in its sole discretion,

aa. engage in any conduct that would otherwise harm any of MFS Supply’s rights or interests in its Website, services, or other property, or

bb. engage in any conduct that would otherwise harm anyone else’s rights or interests.

MFS Supply reserves the right to terminate Your access to the Website, Your account with MFS Supply, or any of its services if it determines that You have failed to comply with these Terms of Use and for any or no reason whatsoever in its sole discretion without prior notice to You. Violations of Website, system or network security may result in civil and/or criminal liability. MFS Supply will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting anyone who is involved in such violations.

5. SENSITIVE COMMUNICATIONS. Should You choose to contact MFS Supply electronically, You should be aware that information transmitted electronically cannot be guaranteed to be securely transmitted. MFS Supply assumes no responsibility for the loss of confidentiality for any information You transmit through the internet.

6. MONITORING AND MANAGEMENT OF CONTENT OF WEBSITES. MFS Supply shall have the right, but not the obligation, to monitor the content of the Website to determine compliance with these Terms of Use or our General Terms & Conditions of Use or operating rules established by MFS Supply, as well as to determine compliance with applicable laws, including but not limited to, copyright laws.

7. LINKS. Some of the hyperlinks on the Website may lead to third-party Websites. These links are provided solely as a convenience to Users. If You use these links, You will leave MFS Supply’s Website. These Websites are not controlled by, or affiliated with MFS Supply. If You decide to visit any linked Website, You do so at Your own risk and it is Your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked Websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that MFS Supply is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked Website is authorized to use any trademark, trade name, logo or copyright symbol of MFS Supply. In addition, other Websites may link to our Website. MFS Supply is not responsible for the content or privacy policies of these third-party Websites.
8. INTELLECTUAL PROPERTY. The elements of MFS Supply’s Website, including, but not limited to, text, graphics, logos, depictions, designs, photographs, images, digital downloads, data compilations, sound, video, and software (the “Content”) are protected by United States and international copyright, trademark, and trade dress. The compilation of the Content on the Website is the exclusive property of MFS Supply. You do not acquire any right, title or interest in any Content by accessing or using the Website. Any rights not expressly granted herein are reserved. Except as set forth below and provided for in a separate agreement between You and MFS Supply, the use of any Content available on a Website is strictly prohibited.

9. LIMITED LICENSE; PERMITTED USES. MFS Supply grants You a limited license to access and use the Website and its Content for personal, informational and non-commercial purposes only. You may download or print specific Content made available for Your downloading or printing for Your personal, informational, non-commercial use, subject to Your compliance with these Terms of Use and solely for as long as You continue to be permitted to access the Website, provided that You: (a) keep intact all copyright and other proprietary notices, (b) use such Content pursuant to any associated licenses, (c) do not copy or post such Content on any networked computer or broadcast it in any media, (d) make no modifications to the Content, and (e) do not make any additional representations or warranties relating to the Content on behalf of MFS Supply.

10. USER-SUBMITTED INFORMATION. You are responsible for any information, text, images, videos or other materials or content that You post on a Website or transmitted to us through a Website or otherwise (“User Content”). You agree, represent and warrant that any User Content You post on a Website or transmit to us is truthful, accurate, not misleading and offered in good faith, and that You have the right to transmit such User Content. You shall not upload, post or otherwise make available on or through a Website any User Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, trademark, proprietary rights, or any other harm resulting from such User Content.

We do not want You to, and You should not, send any confidential or proprietary User Content to us unless specifically requested by us. Please note that any unsolicited User Content sent to us will be deemed not to be confidential or proprietary.

By submitting User Content, You grant to us (or warrant that the owner of such User Content has expressly granted to us) a royalty-free, perpetual, irrevocable and unrestricted right and license (a) to use, reproduce, display, modify, adapt, publish, translate, transmit, distribute or otherwise make available to others such User Content (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed; (b) to exercise all copyright, trademark, publicity, privacy and other proprietary rights with regard to such User Content; and (c) to use Your name, likeness and/or other biographical information in any and all media and/or communications. You also agree that we are free to use any ideas, concepts, know-how or techniques that You send to us for any purpose.

11. SECURE USER ACCOUNTS. Certain portions of MFS Supply’s Website is accessible only to Users who have registered with the Website and obtained login credentials (“Secure Users”). If You are a Secure User, You agree to accurately maintain and update any information about Yourself and Your account that You have provided to MFS Supply.
You further agree that You are responsible for all activities that occur under Your Secure User account. You are responsible for maintaining the confidentiality of Your login credentials and You agree not to share Your login credentials with any unauthorized parties. You also agree to notify us promptly of any unauthorized use of Your login credentials or any other breach of security that You become aware of involving or relating to the Website by emailing MFS Supply at customerservice@mfssupply.com.

MFS Supply reserves the right to take any and all action it deems necessary or reasonable to maintain the security of the Website and Your account, including, without limitation, terminating Your account, changing Your password or requesting information to authorize transactions on Your account.

MFS Supply explicitly disclaims liability for any and all losses and damages arising from Your failure to comply with this section of the Terms of Use.

12. INTERACTIVE FEATURES. MFS Supply may host message boards, blogs, and other interactive forums or services (each, a “Forum”) on the Website. Forums are intended to serve as discussion centers. Any User failing to comply with these Terms of Use may be expelled from and refused continued access to Forums in the future. You understand that MFS Supply’s staff, outside contributors, or other Users may participate in Forums or other aspects of the Website and may employ anonymous User names when doing so. You acknowledge and agree that Forums are public spaces and that Your participation in such Forums creates no expectation of privacy. Further, You acknowledge that any User Content You communicate in Forums may be seen and used by other Users. MFS Supply is not responsible for User Content that You or others choose to communicate in Forums, or for Your actions or the actions of other users. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH A WEBSITE, YOU DO SO AT YOUR OWN RISK.

You acknowledge and agree that MFS Supply reserves the right (but have no obligation) to do one or all of the following, at its sole discretion: (a) evaluate User Content before allowing it to be posted on a Website or any Forum; (b) monitor User Content; (c) alter, remove, reject, or refuse to post or allow to be posted, without notice to You, any User Content, for any reason or for no reason whatsoever to the extent consistent with applicable law; provided, however, that we shall have no obligation or liability to You for failure to do so or for doing so in any particular manner; and/or (d) disclose any User Content, and the circumstances surrounding its transmission, to any third party in order to operate a Website; to protect MFS Supply and the Website’s Users and Visitors; to comply with legal obligations or governmental requests; or for any other reason or purpose.

13. THIRD-PARTY CONTENT. Any information, statements, opinions or other Content provided by third parties and made available on MFS Supply’s Website are those of the respective author(s) and not MFS Supply. MFS Supply does not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any information, statement, opinion or other Content on its Website other than from an authorized MFS Supply representative acting in his or her official capacity. Under no circumstance will MFS Supply be liable for any loss or damage caused, directly or indirectly, by Your reliance on any such third-party Content.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS
ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS OF USE, TERMS & CONDITIONS AND TERMS OF SERVICE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

14. SOCIAL MEDIA PAGES. MFS Supply may maintain a presence on social media websites, including, but not limited to, Facebook, YouTube, SnapChat, Instagram, LinkedIn and Twitter (collectively, "Social Media Pages"), to provide a place for the public to learn more about MFS Supply and to share comments. All comments, visuals and other materials posted by visitors and unauthorized individuals on our Social Media Pages do not necessarily reflect the opinions or ideas of MFS Supply. All visitors to our Social Media Pages must comply with the respective social media website’s terms of use and privacy policy. MFS Supply reviews some but not all postings to its Social Media Pages, and may remove postings that it determines are inappropriate or offensive, as permitted by applicable law.

15. DISCLAIMER. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE ARE PROVIDED BY MFS SUPPLY IS ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. MFS SUPPLY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, MFS SUPPLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MFS SUPPLY DOES NOT WARRANT THAT THIS WEBSITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE; THE SERVERS USED; OR ELECTRONIC COMMUNICATIONS SENT FROM MFS SUPPLY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

16. MFS SUPPLY’S RIGHTS. MFS Supply reserves all rights and remedies available to it in law or equity. Waiver by MFS Supply, or inaction by MFS Supply, with respect to Your breach of any provision of these Terms of Use, or failure of MFS Supply to enforce any provision of these Terms of Use will not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written.

17. LIMITATIONS ON LIABILITY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, MFS SUPPLY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF A WEBSITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH A WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. MFS Supply DOES NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS AND WE WILL HONOR THOSE RIGHTS ACCORDING TO APPLICABLE LAW.
IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MFS Supply SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100).

18. INDEMNITY. To the full extent permissible by applicable law, You agree to indemnify and hold harmless MFS Supply from any and all claims, damages, losses, costs [including without limitation reasonable attorneys’ fees] or other expenses that arise directly or indirectly out of or from (a) Your breach of any provision of these Terms of Use; (b) Your activities in connection with a Website; or (c) unsolicited information You provide to MFS Supply.

19. CONSENT TO COMMUNICATION. When You use a Website or send communications to MFS Supply through a Website, You are communicating with MFS Supply electronically. You consent to receive electronically any communications related to Your use of a Website. MFS Supply may communicate with You by email, phone, text message or by posting notices on a Website. You agree that all agreements, notices, disclosures and other communications that are provided to You electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by You shall be deemed delivered and effective when sent to the email address You provide to us. Please note that by submitting information to us, creating a Secure User account, or otherwise providing us with Your email address, postal address or phone number, You are agreeing that we and our authorized agents may contact You at that address or number in a manner consistent with our Privacy Policy and all other applicable other terms and conditions.

20. GOVERNING LAW. You agree that any dispute in connection with a Website or these Terms of Use will be governed by the laws of the State of Ohio and the United States of America.

21. SEVERABILITY. If any provision of these Terms of Use is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Use will continue in full force and effect.

22. WAIVER. No failure or delaying in exercising, on the part of either party, any right hereunder shall be considered a waiver thereof. No single or partial exercise of any right hereunder shall preclude further exercise of that or any other right hereunder.

23. CONTACT. If you have questions about these Terms, please contact MFS Supply as follows:

CALLING: 800.607.0541 - toll free or 440.248.5300 - local

EMAILING: customerservice@mfssupply.com

WRITING:

MFS Supply LLC
Ohio/Headquarters
31100 Solon Rd Ste 16
Solon, OH 44139

MFS Supply does not guarantee that we will receive all such e-mail or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such e-mail or other information. Be aware that Internet e-mail typically is not secure.
24. Difficulty Accessing Our Terms Of Use. Individuals with disabilities who are unable to usefully access these Terms of Use on a Website may contact us at the above-listed contact information to inquire how they can obtain a copy of our Terms of Use in another, more easily readable format.