

MFS SUPPLY LLC'S TERMS OF USE

EFFECTIVE DATE: January 28th, 2022

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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.

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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.

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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

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