

Terms of Use

Date Last Modified: November 7, 2016

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST ACCESSED OR USED THE SERVICES.

The following Terms of Use (“Terms”) between you (“you” or “your”) and One World Technologies, Inc., doing business as Techtronic Industries Power Equipment, Inc., with its principle offices at 1428 Pearman Dairy Road, Anderson, South Carolina 29625 and/or its subsidiaries and affiliates (collectively “We”, “Us” or the “Company”), describes the terms and conditions on which you may access and use the Workshop Insights website (www.workshopinsights.com) (the “Site”) and related services, pages, facilities, or capabilities (the “Services”). These Terms govern your use of the Services and any affiliated third-party websites that may contain a link to the Services. The Services also contain text, pictures, graphics, logos, button items, images, works of authorship, and other content (collectively with all information and material about Company, our Products and the Services, “Content”). By accessing any of these Services or Content, you acknowledge that you have read, understood and agreed to be bound by these Terms.

We may amend the Terms of Use hereinafter the (“Terms” or “Agreement”) from time to time due to changes to the Services, to account for developments under the law, or for any other commercially reasonable reason. Future performance by us of our obligations under this Agreement is sufficient consideration for any such amendment. Any amendment will only become effective upon notification to you (by email or by posting on this Site) and, if you do not want to agree to any such amendment, you should stop using the Services. PLEASE REGULARLY CHECK THIS SITE TO VIEW THE MOST CURRENT TERMS.

Notice of Agreement to Arbitrate and Class Action Waiver

By accepting these Terms, you are agreeing to the arbitration agreement and class action waiver contained in Section 13 of these Terms below.

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1. Accepting the Terms

By using the Services including Content provided by the Company, you agree to be bound by this Agreement, whether or not you have registered a product with us or created an account. You may not use any of the Services or Content, and you may not accept this Agreement if you are not at least 18 years of age and, in any event, of a legal age to form a binding contract with the Company.

If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

2. Privacy and Personal Information

You can view the Privacy Statement and Notice of Privacy Practices [here](#). You agree to the Privacy Statement, and any changes published by the Company. You agree that the Company may use and maintain your data according to the Privacy Statement and Notice of Privacy Practices, as part of the Services. The Company may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

3. Description of Services

Through the Services, you provide feedback to the Company regarding its products. You provide this feedback to the Company by participating in exercises and activities, such as surveys, to share your opinion on Company products.

a. Mobile Charges

To the extent you access the Services through a mobile or wireless device, your carrier's standard charges, data rates and other fees may apply.

b. Use With your Mobile Device

Use of these services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and communications provider. COMPANY MAKES NO WARRANTIES OR REPRESENTATIVES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

4. Your Account Registration Information and Electronic Communications

In order to access certain Services, you may need to create a User Account with the Company. You can choose to register for your own login credentials and password to create a User Account in order to utilize the Services. During the account creation process, you may provide us with personal information to use the Services or interact with us (your “Account Credentials”).

You agree to provide accurate, current and complete information during the account creation and registration process, and to update such information to keep it accurate, current and complete. We reserve the right to suspend or terminate your Account Credentials if any information provided during the registration process or thereafter proves to be inaccurate, incomplete, or not current. You are responsible for safeguarding your Account Credentials. You agree not to disclose your Account Credentials to any unauthorized third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. If you become aware of any unauthorized use of your Account Credentials for the Services, you agree to notify the Company immediately at:

One World Technologies, Inc., d/b/a Techtronic Industries Power Equipment, Inc.

Attention: Legal Department

1428 Pearman Dairy Road

Anderson, South Carolina 29625

You will immediately notify us of any unauthorized use of your Account or Account Credentials.

By providing us with your email address, you consent to receive information you have requested. It is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate. You may at any time choose to stop receiving emails from us by using one of the unsubscribe options we provide. Alternatively, you can contact us at the address or email provided below in the “Contact Us” section to be removed from our mailing lists. We reserve the right to terminate or change how we provide electronic communications and will provide you with appropriate notice in accordance with applicable law.

5. Third Party Sites

The Services may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Services. These other websites are not under Company’s control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by the Company or any association with its operators. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

6. **Your Use of the Services**

Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Services for lawful purposes. The Company reserves the right to remove your access to the Services at its discretion.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that the Company, in its sole discretion, may elect to take. In no event will Company be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

These Services are not intended for the submission of invention ideas. The submission of invention ideas via the Site and Services is strictly prohibited. You must submit invention ideas through the Company's formal process established with Warren Tuttle. For more information on how to submit an invention idea to the Company, please visit <http://powertoolinnovation.com/index.php>.

7. **Prohibited Use**

Any use or attempted use of the Services: (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) interfere with any other party's use and enjoyment of the Services, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining, screen scraping or any other means, or (v) to access systems, data or information not intended by Company to be made accessible to a user, or (vi) attempt to obtain any materials or information through any means not intentionally made available by Company, or (vii) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Services, you agree you will not:

- a. Upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- b. Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Company representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d. Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's Mobile device or property of another;

- e. Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- f. Use the Service's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- g. Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- h. Violate any applicable local, state, national or international law;
- i. Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- j. Delete or revise any material posted by any other person or entity;
- k. Probe, scan, test the vulnerability of or breach the authentication measures of, this Site or any related Websites;
- l. Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Products and Services if you are not expressly authorized by such party to do so;
- m. Harvest or otherwise collect information about others, including e-mail addresses; or any other information that may be collected from individuals using the Site or registering for the Services;
- n. Use any robot, spider, scraper, deep link or other automated or manual means to access, acquire, copy or monitor this Site, the Services, any Content or information on this Site;
- o. Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services; or
- p. Attempt to gain an unauthorized access to any portion of the Services.

The Company reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing whether by a registered User of the Services or any other individual that has obtained material from the Services, including, without limitation, regarding registered Users the suspension or termination of the User's access and/or account. The Company may cooperate with legal authorities and/or third parties in the investigation of any suspected misuse of the Service, alleged crime or civil wrong. Except as may be expressly limited by the Privacy Statement and Notice of Privacy Practices, the Company reserves the right at all times to disclose any information as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion.

8. No Company Editorial Control of Third Party Content; No Statement as to Accuracy

To the extent that any of the Content included on the Services is provided by third party content providers or other Users, Company has no editorial control or responsibility over such Content. Therefore, any opinions, statements, products, services or other information expressed or made available by third parties or Users on the Services are those of such third parties or Users, respectively. Company does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third parties, or represent or warrant that your use of the Content displayed on the Services or referenced content or service providers will not infringe rights of third parties not owned by or affiliated with Company.

9. Social Media Sites

The Company may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any Personal Information you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

10. Warranty Disclaimer

OTHER THAN AS EXPRESSLY WARRANTED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES, NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE SITE OR SERVICES. IN ADDITION, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE. TO THE EXTENT THIS SECTION 10 CONFLICTS WITH YOUR RIGHTS AS AN INDIVIDUAL NEW JERSEY CONSUMER OF THE SERVICES OR ANY CONSUMER PROTECTION STATUTES THAT MAY BE APPLICABLE TO YOU UNDER THE LAWS OF THE STATE OF NEW JERSEY WITH RESPECT TO YOUR USE OF THE SERVICES, NEW JERSEY LAW SHALL GOVERN.

Although it is our intention for the Services to be available as much as possible, we reserve the right to refuse access to the Services to anyone for any reason at any time. Additionally, there will

be occasions when access to the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

We will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any of Your data as a result of Your use of the Services. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Your data or other information may not be secure.

11. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL COMPANY OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, THIRD PARTY SUPPLIERS AND PROVIDERS AND MEMBERS OF OUR NETWORK, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS “COMPANY”) BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICES; (B) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICES; (C) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (D) ANY ERRORS OR OMISSIONS IN THE OPERATION OF THE SERVICES; OR (E) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PRODUCTS, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICES, PRODUCTS, OR CONTENT, AND SERVICES RESULTING FROM ANY LOSS OF DATA, INFORMATION, PRODUCTS AND SERVICES OBTAINED FROM PURCHASES OR TRANSACTIONS, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE SERVICES, PRODUCTS, OR CONTENT.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SERVICES. IN THE EVENT THAT ANY COURT OR AUTHORITY OF APPROPRIATE JURISDICTION DETERMINES THAT ANY LIMITATION OF REMEDIES, LIABILITIES, OR DAMAGES HEREIN IS UNENFORCEABLE FOR ANY REASON, AND IN ANY EVENT RELATING TO DIRECT DAMAGES, THE MAXIMUM AGGREGATE LIABILITY OF COMPANY TO YOU ARISING OUT OF, RESULTING FROM, OR RELATED TO THIS AGREEMENT SHALL BE

LIMITED TO THE LESSER OF THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR PRODUCTS HEREUNDER, IF ANY.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

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. TO THE EXTENT THIS SECTION 11 CONFLICTS WITH YOUR RIGHTS AS AN INDIVIDUAL NEW JERSEY CONSUMER OF THE SERVICES OR ANY CONSUMER PROTECTION STATUTES THAT MAY BE APPLICABLE TO YOU UNDER THE LAWS OF THE STATE OF NEW JERSEY WITH RESPECT TO YOUR USE OF THE SERVICES, NEW JERSEY LAW SHALL GOVERN.

You agree that Company has entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

12. Indemnification

You (and also any third party for whom you operate an account or activity on the Services) agree to defend (at Company's request), indemnify and hold the Company Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Services or those conducted on your behalf): (i) User Data (defined below) or your access to or use of the Services; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Company in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Company.

13. Dispute Resolution, Limitation on Class Actions, and Arbitration

This Section 13 includes an arbitration agreement, and an agreement that all claims will be brought in arbitration and, only in an individual capacity (and not as a class action or other representative proceeding).

Please read this arbitration agreement carefully.

a. Mandatory Arbitration of Disputes

South Carolina state law governs this Agreement without regard to its conflicts of laws provisions.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THESE TERMS OF USE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply South Carolina law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Corporation Service Company 2711 Centerville Road, Wilmington, DE 19808. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with the Arbitration are to be paid by the party incurring such costs and expenses. We will not seek attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person Greenville County, South Carolina. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 13 shall survive expiration, termination or rescission of this Agreement.

14. Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with Company must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

15. **Ownership**

Company owns or has rights in the Services. All suggestions, enhancements requests, feedback, recommendations content or other input provided by User or any other party relating to the Services shall be owned by Company, and User hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by Company.

User owns any data, information or material originated by User that User submits, collects or provides in the course of using the Services, including information regarding User's social networking connections, followers or other contacts activated through use of the Services ("User Data"). Company has no ownership rights in or to User Data; provided, however, that User grants to Company a fully-paid, worldwide license to use, copy, and distribute User Data to the extent necessary for Company to provide the Services. User shall be solely responsible for the accuracy, quality, content and legality of User Data, the means by which User Data is acquired and the transfer of User Data outside of Company.

16. **Limited License; All Rights Reserved**

Company hereby grants you a limited license to access and make personal use of the Services, and Content, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Company (e.g., downloading of PDF forms, applications, etc.). This license does not include any resale or commercial use of the Services or the Content (other than for your internal business use); any derivative use of the Services or Content; or any use of data mining, robots, or similar data gathering and extraction tools. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company without Company's express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of Company's name(s) or service marks without the express written consent of their owners. We (or the respective third party owners of Content) retain all right, title, and interest in any Content, Products and Services, including any and all intellectual property rights. Any software applications available on or through the Services are licensed, not sold, to you. The Company may assign these Terms of Use or any part of them without restrictions. You may not assign these Terms of Use or any part of them, nor transfer or sub-license your rights under this License, to any third party. We (or the respective third party owners of Content) reserve all rights not expressly granted. Any unauthorized use terminates the permission or license granted by Company.

17. **Trademarks and Service Marks**

Certain trademarks are the service marks and trademarks of Company or one of its affiliates. The domain name for the Services, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Company. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Services are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from

the Services without the prior written authorization of Company and the respective third party owner where applicable.

18. Copyright

Except as otherwise expressly stated, all Content appearing on the Services is the copyrighted work of Company or its third party content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content is also the exclusive property of Company and is protected by U.S. and international copyright laws.

You may download information from the Services and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from the Services, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Company or any applicable third party suppliers. The use of Content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Company. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Company does not warrant or represent that your use of Content, Products and Services or any other materials displayed on the Site will not infringe rights of third parties.

19. Digital Millennium Copyright Act Policy (DMCA)

The Company respects the intellectual property of others and requires that individuals who visit our Site or use our Services do the same. If you believe that any Content on the Services violates or infringes upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2) (the "Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act" or "DMCA:"), please notify us immediately at the address listed below with the following specifics necessary for us to consider and respond to your complaint.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material.
- Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.

- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims. Any information or correspondence that you provide to the Company may be shared with third parties, including the person who provided the Company with the allegedly infringing material.

The information specified above must be sent to the Company's Legal Department, as follows:

One World Technologies, Inc., d/b/a Techtronic Industries Power Equipment, Inc.

Attention: Legal Department

1428 Pearman Dairy Road

Anderson, South Carolina 29625

20. **Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from causes beyond the control of such party, including without limitation, any act of God, fire, casualty, delay, or disruption in transportation; flood, earthquake, war, strike, lockout, epidemic, destruction or shut-down of production facilities; shortage or curtailment, riot, insurrection, and governmental acts or directives; provided, however, that, in the event of the occurrence of a "force majeure" event as described in this Agreement, the non-performing party shall use all commercially reasonable efforts to meet its obligations as set forth in the Agreement.

21. **No Agency Relationship**

Neither these Terms of Use, nor any Content, materials, features, or Products and Services create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

22. **Governing Law; Jurisdiction; Venue; Severability of Provisions**

The Terms of Use are governed by the laws of the State of South Carolina, USA and controlling United States Federal Law without regard to any conflicts of law provisions. Any legal proceedings arising from or relating to these Terms of Use shall be brought exclusively in the federal or state courts of Greenville County, South Carolina, and the parties hereby consent to the personal jurisdiction and venue of such courts. All parts of these Terms of Use apply to the maximum extent permitted by law. We both agree that if any provision of these Terms of Use is found by a court of competent jurisdiction to be unenforceable as written, then that part will be replaced with terms that most closely match the intent of the unenforceable provision to the extent permitted by law.

The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

23. **Contacting Us**

If you have questions or comments regarding this Terms of Use, please contact us at:

One World Technologies, Inc., d/b/a Techtronic Industries Power Equipment, Inc.

Attention: Legal Department

1428 Pearman Dairy Road

Anderson, South Carolina 29625