

## **TERMS OF USE**

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. By using this Site, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use this Site. We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time in accordance with the procedures set forth below.

## **CONSIDERATION**

You acknowledge that these terms of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Site and the receipt of information, concrete and construction specifications, tutorials, products or information available at or through the Site.

## **OWNERSHIP; RESTRICTIONS ON USE OF MATERIALS**

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The Site is only for your personal use. You may not use the Site for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

In the event that you download content from the Site, the content, including any files, images incorporated in or generated by the content, and data accompanying the content (collectively, the “Content”) are licensed to you by us or third-party licensors for your use only. We do not transfer title to the Content to you. You may own the medium on which the Content resides, but we retain full and complete title to the Content and all intellectual property rights therein. You may not redistribute, sell, or auction the Content. Content from the Site is further subject to United States export controls.

## **MODIFICATIONS**

We may revise and update these terms of use at any time. Your continued usage of the Site after any changes to these terms of use shall mean you accept those changes. Any aspect of the Site may be changed, supplemented, deleted or updated without notice at the sole discretion of ICRI. We may also change pricing, change products or product offerings, or impose new fees for products and services provided through the Site at any time in our sole discretion. We may also establish or change, at any time, general practices and limits concerning our products and services in our sole discretion.

## **FORWARD-LOOKING STATEMENTS**

This Site may contain oral or filmed statements or opinions from our executives or agents, or written statements (collectively referred to as “forward-looking statements”), including our expected market opportunities; future products and services and the expected success of those products and services; and all other non-historical information. Because these forward-looking statements involve risks and uncertainties, there are important factors that could cause our actual results to differ materially from the expectations expressed in the forward-looking statements. These factors include, without limitation, the following: inherent difficulty in predicting consumer behavior; difficulties in producing and manufacturing new products; the competitive environment; governmental encroachment in our businesses or other governmental activities or public policy affecting us; our ability to innovate and adapt to technological change; business interruption or failure of our information technology and communication systems; problems with implementing upgrades to our information technology infrastructure; any failure to properly use and protect personal customer information and data; our ability to develop, manage and maintain critical third party business relationships; increased government regulation of our businesses; any failure to process transactions effectively or to adequately protect against potential fraudulent activities; any significant offering quality problems or delays; the global economic environment; the unpredictable nature of our revenue; our inability to attract, retain and develop highly-skilled employees; increased risks associated with international operations; our inability to adequately protect our intellectual property rights; disruptions, expenses and risks associated with our acquisitions and divestitures; amortization of acquired intangible assets and impairment charges; our use of significant amounts of debt to finance acquisitions or other activities; and the cost of, and potential adverse results in, litigation involving intellectual property, antitrust and other matters.

## **PURCHASES; OTHER TERMS AND CONDITIONS**

We reserve the right to refuse any order you place with us for any reason, or for no reason at all. Notwithstanding the foregoing, additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including promotions or other similar features, all of which terms are made a part of these terms of use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these terms of use and the terms posted for or applicable to a specific portion of the Site or for

any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

ICRI's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

ICRI may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and ICRI makes no commitment to update the materials on the Site with respect to such products and services.

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

### **ERRORS**

Occasionally, there may be information on our Site or in the product descriptions that contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the product descriptions or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the products offered or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the products or on any related website, should be taken to indicate that all information in the products or on any related website has been modified or updated.

### **DELIVERY**

We aim to deliver the products to you at the place of delivery requested by you in your order. We aim to deliver within the time indicated by us at the time of your order, but we cannot promise an exact date when you submit your order or at the confirmation of order.

We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

On delivery of the product, you may be required to sign for delivery. You agree to inspect the product for any obvious faults, defects or damage before you sign for delivery. You must keep receipt of the delivered product in case of future discussions with us about it.

You may grant us an 'authority to leave' when placing your order. If you do, you understand and agree that this authority to leave gives us and/or our selected couriers permission to leave the order in question unattended by the front door – or, where applicable, at the reception or

concierge's desk – of the delivery address without obtaining a signature confirming delivery at the delivery location. In such circumstances, you understand and agree that by granting us authority to leave, we and our couriers are released of all responsibility and liability for the orders delivered and left unattended, and that this responsibility and liability transfer to you on delivery.

Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative delivery address.

We deliver in our standard packaging. Any special packaging requested by you, and offered by us, is subject to additional charges.

Unless otherwise specified, all risk in the product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under a contract, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the product.

You must take care when opening the product so as not to damage it, particularly when using any sharp instruments.

If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the product to you) accept delivery or collect the product from the carrier, then we may (without affecting any other right or remedy available to us) do either or both of the following:

- (i) charge you for other costs reasonably incurred by us; or
- (ii) no longer make the product available for delivery or collection and notify you that we are immediately cancelling the applicable contract, in which case we will refund to you or your credit or debit card company as applicable any money already paid to us under the applicable contract, less our reasonable administration charges (including for attempting to deliver and then returning the product, and any storage or re-stocking fees).

It is your responsibility to ensure that the products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the products will meet your individual requirements. You acknowledge that the products are standard and not made bespoke to fit any particular cosmetic or dermatologic requirements that you may have.

### **REFUND POLICY**

Except as otherwise expressly set forth in these terms of use, there are no refunds on any products unless such product is defective. Without limiting the foregoing, any billing disputes must be initiated within thirty (30) days of payment (or invoice if sooner) to be considered, by contacting us in writing, and upon expiration of such thirty (30) day period you will not be entitled to dispute any fees paid or payable to ICRI. Notwithstanding the foregoing, ICRI

reserves the rights to: (i) issue any mutually agreed refunds in the form of a credit to your account; (ii) deduct the costs of issuing any refund from any amounts otherwise payable (e.g. bank transfer fees and Payment Processor charges); (iii) issue any refunds in ICRI's sole discretion either in the same currency that payment was originally made or in US dollars; (iv) negatively adjust any refundable amounts to reflect foreign currency exchange changes since the payment date, for which you bear the sole responsibility and risk; (v) withhold payment to the extent that ICRI determines in its reasonable discretion that payment to a country, individual or entity is illegal or reasonably impractical; and (vi) determine in its sole reasonable discretion the means by which it will issue any refunds.

## SUBMISSIONS

We are pleased to hear from our visitors and welcome your comments regarding our products and publications. Unfortunately, however, our company policy does not allow us to accept or consider unsolicited product ideas, suggestions or materials. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when content or products developed by us or under the direction of us might seem to others to be similar to their own creative work. Please do not send us any unsolicited materials such as tutorials, ideas, concepts, pitches, suggestions, formats, artwork, photographs, drawings, videos, audiovisual works and/or other similar materials relating to concrete or other construction services (“Unsolicited Submissions”).

If, despite our request, you intentionally or unintentionally send us Unsolicited Submissions, or through features or activities on the Site, you submit, post or otherwise send us any information, content or materials including, without limitation, concrete repair tutorials, ideas, concepts, pitches, suggestions, formats, artwork, photographs, drawings, videos, audiovisual works and/or other similar materials, and any other materials, as well as links to data, text, files, images, photographs, videos, audiovisual works, postings, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and other biographical information or material, web pages and any other materials (collectively, “User-Generated Content”) through such features or activities (such User-Generated Content, together with Unsolicited Submissions, the “Submissions”), we (and our licensees, distributors, agents, representatives and other authorized users) shall be entitled to unrestricted use of such Submissions for any purpose whatsoever, commercial or otherwise, without the requirement of any permission from or payment to you or to any other person or entity. If there exists any doubt or ambiguity about whether any User-Generated Content constitutes a Submission, such User-Generated Content shall be conclusively deemed to be a Submission. No Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. Without limiting the foregoing, you hereby grant us (and our licensees, distributors, agents, representatives and other authorized users), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Submissions, in whole or in part, in all media formats and channels now known or hereafter

devised (including, without limitation, on the Site, on third party websites, products and services) for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution (the “Submissions License”).

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these terms of use.

### **REGISTRATION INFORMATION AND SECURITY**

When we have a registration process, you agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the “Registration Data”). If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

You also agree to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site. In addition, you agree to exit from your account at the end of each session.

We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

**WE MAY CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.**

### **CONTENT LINKED TO THE SITE**

You should be aware that when you are on the Site, you could be directed to other sites that are beyond our control. There may be links to other sites from pages on the Site that take you outside of our service. For example, if we decide to advertise and you click on a banner advertisement or a search result, the click may take you off the Site. This could include links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge that when you click on a link that leaves the Site, the site you will land on is not controlled by us and different terms of use and privacy policy may apply. By clicking on links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links from third-party sites to the Site, although we are under no obligation to do so.

We make no representations concerning the content of sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in our search results or otherwise linked to the Site.

## **DISCLAIMER**

**The information, products, content and materials on the site are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and noninfringement. We do not warrant that the functions contained in information, content and materials on the site (including, without limitation, user-generated content) will be uninterrupted or error-free, that defects will be corrected, or that the site or the servers that make such information, content and materials available are free of viruses or other harmful components. Moreover, you assume the entire cost of all necessary servicing, repair or correction. We do not warrant or make any representations regarding the use or the results of the use of any information, content, materials, products or services contained on or offered, made available through, or otherwise related in any way to the site, including, without limitation, user-generated content, or any third-party sites, products or services linked to from the site in terms of their correctness, accuracy, completeness, reliability, safety or otherwise. applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.**

## **INDEMNIFICATION**

You are entirely responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities’ respective resellers, distributors, service providers and suppliers, and all of the foregoing entities’ respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **LIMITATION OF LIABILITY**

Under no circumstances, including, but not limited to, negligence, shall we be liable to you or any other person or entity for any direct, indirect, incidental, special or consequential damages including, without limitation, lost profits, personal injury (including death) and property damage of any nature whatsoever, that result from (a) the use of, or the inability to use, the site or content, products, materials or functions on the site, or (b) the conduct or actions, whether online or offline, of any user of the site or any other person or entity, even if we have been advised of the possibility of such damages. In no event shall our total liability to you for all damages, losses and causes of action whether in contract, tort (including, but not limited to, negligence) or

otherwise exceed the amount paid by you, if any, or \$100 (whichever is less) for accessing or participating in any activity related to the site.

Moreover, under no circumstances shall we, our licensors and licensees, or any of the foregoing entities' respective resellers, distributors, service providers and suppliers be held liable for any delay or failure in performance resulting directly or indirectly from an act of force majeure or causes beyond our or their reasonable control including, without limitation, acts of god, war, equipment and technical failures, electrical power failures or fluctuations, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or any reasons beyond the reasonable control of us or our licensors and licensees, or any of the foregoing entities' respective resellers, distributors, service providers and suppliers.

You further acknowledge and agree that neither we, our licensors and licensees, nor any of the foregoing entities' respective resellers, distributors, service providers and suppliers are responsible or liable for (a) any incompatibility between the site and any website, service, software or hardware or (b) any delays or failures you may experience with any transmissions or transactions relating to the site in an accurate or timely manner.

The limitations, exclusions and disclaimers in this section and elsewhere in these terms of use apply to the maximum extent permitted by applicable law.

Applicable law may not allow the limitation or the exclusion, limitation, or disclaimer liability for the certain provisions set forth in these terms of use, so such exclusions, limitations or disclaimers may not apply to you.

### **JURISDICTIONAL AND VENUE ISSUES**

You agree that any action at law or in equity arising out of or relating to these terms of use shall be filed, and that venue properly lies, only in Chicago, Illinois, Cook County, USA, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that information, content or materials on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including, but not limited to, any applicable local laws.

### **GENERAL PROVISIONS**

These terms of use shall be governed by and construed in accordance with the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right



or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.