

## TERMS OF USE

LAST UPDATED 11/23/2021

PLEASE READ THESE TERMS OF USE (“**TERMS OF USE**”) CAREFULLY BEFORE ACCESSING OR USING ANY WEBSITE, MOBILE SITE OR ONLINE SERVICE WHERE THESE TERMS OF USE ARE POSTED OR REFERENCED (EACH SUCH WEBSITE, MOBILE SITE AND ONLINE SERVICE, A “**KNIGHT SITE**”). BY CLICKING “I ACCEPT” OR BY ACCESSING OR USING A KNIGHT SITE, YOU UNDERSTAND THAT YOU ARE ENTERING INTO A LEGAL AGREEMENT WITH KNIGHT INDUSTRIES, INC. OR ITS AFFILIATE TO WHICH THE APPLICABLE KNIGHT SITE BELONGS (KNIGHT MATERIAL TECHNOLOGIES, LLC. OR SUCH AFFILIATE, AS APPLICABLE “**KNIGHT**”) AND ARE AGREEING TO BE BOUND BY THESE TERMS OF USE IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE KNIGHT SITE. IF YOUR ACCESS OR USE OF THE KNIGHT SITE IS ON BEHALF OF A COMPANY, ORGANIZATION OR OTHER LEGAL ENTITY (EACH, A “**COMPANY**”), YOU HEREBY REPRESENT THAT YOU ARE AUTHORIZED BY SUCH COMPANY TO SO BIND THE COMPANY TO THESE TERMS OF USE, IN WHICH CASE “YOU” OR “YOUR” SHALL REFER TO THE COMPANY. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS, USE OR SUBMIT ANY CONTENT TO THE KNIGHT SITE.

**NOTICE OF BINDING ARBITRATION AND WAIVER OF CLASS ACTION:** THESE TERMS OF USE INCLUDE A MANDATORY BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER, WHICH LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE RELATED TO THE KNIGHT SITE. PLEASE REFER TO THE “**ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**” SECTION BELOW FOR MORE INFORMATION.

1. Minimum Age. You represent that you are at least 18 years of age (or the age of majority in the State in which you reside). The KNIGHT Site may not be used by individuals under the age of 18 (or the age of majority in the State which the individual resides).
2. Updates and Modifications to Terms. KNIGHT reserves the right to modify, update, or amend these Terms of Use at any time, at its sole discretion. Any changes will become effective upon posting to the KNIGHT Site, with the effective date reflected in the “**Last Updated**” line above. By continuing to use any part of the KNIGHT Site after a new version of these Terms of Use has been posted, you are accepting and agreeing to the new version of the Terms of Use. It is your responsibility to review the Terms of Use for updates each time you use the KNIGHT Site.
3. Privacy Notice. Please [click here to view KNIGHT’s Privacy Notice](#), which applies to personal information collected from or provided by you on the KNIGHT Site.
4. Intellectual Property. The KNIGHT Site and all content, information, images, video clips, graphics, software, and other materials featured, displayed or contained therein (collectively, “**Content**”) are protected by copyright, trademark and other similar laws of the United States, as well as international conventions and the laws of other countries. The Content is owned or controlled by KNIGHT or by other parties that have provided rights thereto to KNIGHT. All trademarks, service marks, and trade names (collectively the “**Marks**”) are trademarks owned by or licensed to and are proprietary to KNIGHT or other respective owners. Provided you comply with these Terms of Use, KNIGHT hereby grants you a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to use the KNIGHT Site, for your personal, non-commercial purposes or such other purposes expressly permitted by KNIGHT in writing. Your use of this KNIGHT Site shall be for lawful purposes only. Further, unless you obtain the prior written consent of KNIGHT, you may

not use any Mark owned or used by KNIGHT or by their licensors. All rights in the KNIGHT Site and the Content not expressly granted in these Terms of Use are reserved and retained by KNIGHT.

5. Account Creation. In order to use certain features or functionality of the KNIGHT Site, you may be required to establish an account with us (an "**Account**"). You are not permitted to share, sell, distribute or otherwise transfer your Account or allow your login credentials to be used by any other individual. You are responsible for all use of your Account, regardless of whether you authorized such use, and for ensuring that all use of your Account complies with these Terms of Use. It is your responsibility to maintain the confidentiality and security of your username, password, account and PIN, as may be applicable to the KNIGHT Site. You agree to immediately notify KNIGHT of any unauthorized use of your Account. KNIGHT is not liable for any loss or damage from your failure to comply with this section. KNIGHT may suspend or terminate your Account if it has a reasonable belief it is being used in connection with fraudulent activity. Please note KNIGHT may, but is not obligated to, monitor your use of the KNIGHT Site.
6. User Content. The KNIGHT Site may allow you to post, upload, transmit through or otherwise make your content (e.g., feedback, comments, reviews, photos or other content) available to other users of the KNIGHT Site (collectively, "**Content**"). KNIGHT is not obligated to, and does not regularly review, prescreen, monitor, delete, or edit User Content. You represent that (a) any User Content you provide is complete and accurate; (b) you own or otherwise control all the rights to such User Content and have the authority to grant rights in such User Content as set forth in these Terms of Use; and (c) such User Content does not violate any provision in these Terms of Use and will not cause injury to any person or entity. KNIGHT shall not be liable to you for any loss caused by your failure to comply with this Section. KNIGHT shall have the right, but not the obligation, in its sole discretion, to edit, move, delete or remove any User Content made available through the KNIGHT Site, for any reason, including a breach of these Terms of Use or violation of law. You, however, are solely responsible for any User Content provided by you and you will defend (at KNIGHT's option), indemnify and hold harmless KNIGHT, and its officers, directors, contractors, affiliates, business partners, employees and other representatives (collectively, the "**KNIGHT Indemnitees**") from and against all losses, liabilities, and costs (including reasonable attorneys' fees) resulting from any User Content you provide in, or through, the KNIGHT Site.

You hereby grant KNIGHT a perpetual, royalty-free, irrevocable, worldwide, unlimited, non-exclusive license to use, reproduce, modify, publish, transmit, perform, display, sublicense, translate, distribute and create derivative works from any User Content provided by you in, or through, the KNIGHT Site for any purpose whatsoever, in any form, media or technology now or hereafter known or developed. No credit, approval or compensation is due to you for any such use of such Content. Please note any User Content submitted by you is and will be treated as non-confidential and non-proprietary as to you, provided that personal information we collect on the KNIGHT Site will be subject to our Privacy Policy

7. Acceptable Use Policy. You shall neither post nor transmit, through the KNIGHT Site, any information or content that (a) violates or infringes upon the rights of others, including third party intellectual property rights; (b) is unlawful, threatening, abusive, defamatory, invasive of privacy rights, vulgar, obscene, profane or otherwise objectionable; (c) may contain political campaigning, chain letters, mass mailings, or any form of "spam;" or (d) is otherwise in violation of any law or

regulation. The KNIGHT Site contains proprietary information and the rights to the Content are owned by KNIGHT and its licensors. You may not modify, reproduce, publish, transmit, translate, publicly display, distribute, create derivative works from or in any way exploit, any feature on the KNIGHT Site or the Content contained in the KNIGHT Site, in whole or part, without the written permission of KNIGHT. In addition, you shall not (i) remove from the KNIGHT Site, or modify, any markings, notices or proprietary rights of KNIGHT or its licensors; (ii) attempt to impersonate another individual or otherwise mislead as to the origin of any User Content submitted by you; (iii) make any viruses, spyware, malware, or similar items which are potentially harmful or intended to damage or monitor the use of software, hardware or other equipment or to collect information about users of the KNIGHT Site (collectively, “Code”) available through or in connection with the KNIGHT Site; (iv) cause or permit reverse engineering, disassembly or decompilation of the KNIGHT Site; (v) interfere with or disrupt the operation of the KNIGHT Site or the systems, servers or networks used to make the KNIGHT Site available; or (vi) attempt to gain unauthorized access to any KNIGHT account, systems or network through hacking, password mining or any other means not intentionally made available through the KNIGHT Site.

8. Termination/Suspension. KNIGHT reserves the right to modify or discontinue any aspect of the KNIGHT Site and to restrict, suspend or terminate your access to the KNIGHT Site at any time at its sole discretion. In addition, KNIGHT may take appropriate legal action, at its sole discretion, including if it reasonably believes your conduct on the KNIGHT Site breaches these Terms of Use, violates applicable law, or is harmful to the interests of KNIGHT or others, with or without notice to you. You may terminate these Terms of Use at any time by permanently discontinuing your use and access of the KNIGHT Site. In the event of any termination of these Terms of Use, you will continue to be bound by any obligations in the Terms of Use that are understood to survive such termination.
9. Third Party Sites. The KNIGHT Site may contain links to third-party sites or information, including, without limitation, links from advertisers, sponsors and/or partners that may use a KNIGHT Mark. KNIGHT assumes no liability for, and make no representations regarding, these third-party sites, including without limitation their content and the practices of their operators. Your access to and use of a third-party site are at your own risk and will be governed by such third party’s terms and policies. The presence of a link to a third-party site is not an endorsement, sponsorship or recommendation by KNIGHT of the third party or the content, products, or services contained on, or available through, such third-party site.
10. Disclaimer of Warranties.  
THE KNIGHT SITE AND ALL CONTENT MADE AVAILABLE THEREIN ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. KNIGHT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE KNIGHT SITE OR ITS CONTENT, ITS USE, OR THE RESULTS OF SUCH USE. ALL WARRANTIES AND CONDITIONS OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS (INCLUDING THIRD PARTY INTELLECTUAL PROPERTY RIGHTS), MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE FOREGOING, KNIGHT DOES NOT WARRANT OR REPRESENT THE OPERATION OF THE KNIGHT SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECT WITHIN THE KNIGHT SITE WILL BE CORRECTED. FURTHERMORE, KNIGHT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE OF THE KNIGHT SITE OR ITS CONTENT, OR THAT THE KNIGHT SITE WILL MEET YOUR REQUIREMENTS.

TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF ANY OF THE ABOVE-MENTIONED WARRANTIES, THE DISCLAIMERS ABOVE DO NOT APPLY TO YOU.

11. Limitation of Liability/Release. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO APPLICABLE LAWS, INCLUDING WITH RESPECT TO LIABILITY FOR PERSONAL INJURY OR NON-WAIVABLE STATUTORY RIGHTS UNDER THE LAWS OF ANY STATE, IN NO EVENT SHALL KNIGHT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS OR AGENTS BE LIABLE TO YOU: (I) WITH RESPECT TO YOUR USE OF THE KNIGHT SITE, THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE KNIGHT SITE, OR ANY LOSSES RESULTING FROM ERRORS, OMISSIONS, INTERRUPTIONS, DATA LOSS, DEFECTS, MALICIOUS CODE, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE KNIGHT SITE OR ANY OTHER SYSTEMS OF KNIGHT; OR (II) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR LOST REVENUE OR PROFITS, ARISING OUT OF YOUR USE OR INABILITY TO USE THE KNIGHT SITE OR ANY ERRORS OR OMISSIONS IN THE CONTENT, EVEN IF KNIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KNIGHT'S AGGREGATE LIABILITY TO YOU, DIRECT OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS (\$100), WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN TWO YEARS AFTER THE OCCURRENCE OF THE EVENT LEADING TO SUCH CLAIM.

THE LAWS OF CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSIONS AND LIMITATIONS OF DAMAGES IN THIS SECTION, IN WHICH CASE KNIGHT'S LIABILITY FOR DAMAGES IN CONNECTION WITH THESE TERMS OF USE IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTION.

12. Indemnification. You agree to defend (at KNIGHT's option), indemnify and hold harmless the KNIGHT Indemnitees from and against all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from or resulting from your breach of the Terms of Use or any misuse of the KNIGHT Site. The KNIGHT Indemnitees reserve the right, at their expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with the KNIGHT Indemnitees in such defense, if requested by KNIGHT. You will not settle any claim without the prior written consent of KNIGHT.
13. Digital Millennium Copyright Act.

- A. KNIGHT respects the intellectual property rights of third parties. You can find our procedures for providing notice of alleged copyright infringement below. If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act (the "Take Down Notification"), to our Designated Agent, who can be reached as follows:

By mail: KNIGHT MATERIAL TECHNOLOGIES, LLC  
Attention: Legal Counsel  
5385 Orchard View Drive SE  
East Canton, Ohio 44730

Phone: 330-488-1651

By Email:

- B.

**ALL INQUIRIES DIRECTED TO THE DESIGNATED AGENT WHICH ARE NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.**

Pursuant to 17 U.S.C. § 512(c), to be effective, the Take Down Notification must include the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - ii. 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.
  - iii. 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 KNIGHT to locate the material.
  - iv. Information reasonably sufficient to permit KNIGHT to contact the complaining party, such as an address, telephone number, and, if available, an email address.
  - v. 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.
  - vi. 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.
- C. General Rights Information. It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. KNIGHT may request additional information before it removes any infringing material. If a dispute

develops as to the correct owner of the rights in question, KNIGHT reserves the right to remove your content along with that of the alleged infringer pending resolution of the matter.

KNIGHT will provide you with notice if your materials have been removed based on a third-party complaint of alleged infringement of the third party's intellectual property rights.

Please note that under Section 512(f) of the Copyright Act any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages. Do not make false claims!

Please also note that the information provided in the legal notice you submit may be forwarded to the person who provided the allegedly infringing content.

#### 14. Agreement and Class Action Waiver

- A. **Mandatory Arbitration.** YOU AND KNIGHT AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF THE KNIGHT SITE (each, a "**Dispute**") to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement ("**Arbitration Agreement**"). You and KNIGHT waive the right to a trial by jury and any right to have a Dispute heard in court.

In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief, and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("**AAA**") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at <http://www.adr.org>. You and KNIGHT agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Arbitration Agreement.

The arbitrator will decide all issues relating to the enforceability, interpretation, scope, and application of this Arbitration Agreement (including "gateway" issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms of Use, except that a court will resolve any question regarding the validity or enforceability of the class action waiver set forth in

Section B of this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

- B. **Class Action Waiver.** You and KNIGHT agree the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated, or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovered by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section B invalid or unenforceable, then Sections A and C of this Arbitration Agreement will be null and void.
  - C. **Fees and Costs in Arbitration.** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. KNIGHT will reimburse you for those fees up to \$7,500, unless the arbitrator determines the claims are frivolous. Likewise, KNIGHT will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.
  - D. **Non-Arbitration Class Action and Jury Waiver.** You and KNIGHT agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and KNIGHT waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor KNIGHT may be a class representative or class member or otherwise participate in any class, representative, consolidated, or private attorney general proceeding.
  - E. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS, OR (2) THE DATE YOU FIRST AGREED OR ASSENTED TO AN AGREEMENT WITH KNIGHT THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than the applicable deadline and mailed to: KNIGHT Material Technologies, 5385 Orchard View Drive SE, East Canton, Ohio 44730 Attn: Legal Counsel. The opt-out notice must state that you do not agree to this Arbitration Agreement and must include your name, address, phone number and email address. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.
15. International Use/Export. The Content is not intended to be published or made available to any person in any jurisdiction where doing so would result in the violation of any applicable laws or regulations. Accordingly, if it is prohibited to make such Content available in your jurisdiction or to you (by reason of your nationality, residence or otherwise), it is not directed at you. Before reviewing this KNIGHT Site, you must be satisfied that doing so will not result in such a violation and is not so prohibited, and by proceeding to use this KNIGHT Site you confirm that this is not the
- case.

You acknowledge the Content may be subject to customs, trade sanctions and export laws and regulations of the United States and those of other countries. You agree to comply with such laws and regulations in your use of the KNIGHT Site and its Content. You may not download, transfer, export or re-export any Content prohibited under customs, trade sanctions or export control laws, or otherwise, to any territory prohibited under United States trade sanctions regulations, or to any person, entity or organization designated on the U.S. Treasury Department's List of Specially Designated Nationals or majority-owned by a person, entity or organization so designated or to any person, entity or organization designated on the U.S. Department of Commerce's Denied Persons List or Entity List. By Using a KNIGHT Site or any Content, you represent and warrant you are not located in, under the control of, or a national or resident of any country to which such import, export, or re-export is prohibited under United States trade sanctions regulations or export control laws and you are not a person or entity to which such export is prohibited under United States trade sanctions regulations or export control laws.

16. Consent to Electronic Communications. These Terms of Use and any other documentation, agreements, notices, or communications between you and KNIGHT may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
17. Miscellaneous. These Terms of Use and any other terms and conditions expressly incorporated by reference herein represent the entire agreement between you and KNIGHT with respect to the subject matter contained in the Terms of Use and supersede all previous written or oral agreements between the parties with respect to such subject matter. You may not assign any of your rights or obligations under the Terms of Use without the prior written consent of KNIGHT. If any provision herein is judicially interpreted or held to be void or otherwise unenforceable as written, such provision will be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the Terms of Use will be enforceable as though the void or unenforceable provision did not exist. No delay or omission by KNIGHT to exercise any right it has under the Terms of Use will impair or be construed as a waiver of such right. These Terms of Use and your use of the KNIGHT Site shall be governed by the Federal Arbitration Act and the laws of the State of Delaware, without regard to conflict of laws principles. In the event that the **Arbitration Agreement** above is deemed unenforceable or void, or if you opt out of such Arbitration Agreement in accordance with the process set forth therein, you irrevocably consent to the exclusive jurisdiction of the federal and state courts sitting in the State of Delaware, for purposes of any legal action arising out of or related to the use of the KNIGHT Site or these Terms of Use.
18. Contact Us. If you have any questions, complaints or need to notify us, please contact us using the details provided under the "**Contact Us**" link.