

# LEGAL STATEMENT TERMS & CONDITIONS OF WEBSITE AND CONTENT USE

**LAST UPDATED: FEBRUARY 8, 2022**

*PLEASE READ THIS LEGAL STATEMENT CAREFULLY BEFORE USING THIS WEB SITE AND ITS CONTENTS AS IT GOVERNS YOUR USE OF THIS WEB SITE AND ITS CONTENTS*

By accessing, browsing and/or using this Web Site (the "Web Site") and its content, you are acknowledging your consent to these terms and conditions and agree to be bound by this "Legal Statement/Terms and Conditions of Web Site and Content Use".

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## PRIVACY STATEMENT

Our Privacy Policy explains how we collect, store and use personal information about you when you access our website or otherwise provide your personal information to us. These terms will apply regardless of how our Sites are accessed and will cover any technologies or devices by which Metroflor makes the Sites available to you. Further details can be found at: [www.metroflor.com/documents/PrivacyPolicy.pdf](http://www.metroflor.com/documents/PrivacyPolicy.pdf).

## COPYRIGHT

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are accessing and using this Web Site and its Content on behalf of an organization, you may use such Content solely within such business organization and not for external distribution or use; and (3) you must include on any copies of the Content any and all legends, copyright, proprietary or other notices that appear on such Content or if no such legends or notices appear on such Content, then the following copyright notice must appear on all such copies: "Copyright Metroflor Corporation. All rights reserved worldwide". Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent, or other intellectual property or other proprietary right in or to the Content.

## DIGITAL MILLENNIUM COPYRIGHT ACT

### (i) DMCA Notice

Metroflor respects the intellectual property rights of others. If you are a copyright owner or an agent thereof and believe that any user content or other content on the Site infringes your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

- 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a United States District Court for the judicial district in which your physical address is located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

## DIGITAL MILLENNIUM COPYRIGHT ACT (CONT.)

If you fail to comply with all of the requirements set out above, your DMCA notification may not be effective. Our designated Copyright Agent to receive notifications of claimed infringement is:

Legal Team  
HMTX Industries LLC  
29 Oakwood Avenue  
Norwalk, CT 06850  
legalteam@hmtx.global

A copy of your DMCA Notification will be sent to the person who uploaded the material addressed in the notification.

Please be advised that under Section 512(f) of the Digital Millennium Copyright Act you may be held liable for damages and attorneys' fees if you make material misrepresentations in a DMCA Notification.

### (ii) DMCA Counter-Notice

If you, the user, receive a DMCA notification because your content is claimed to infringe a copyright, but you believe in good faith that your content is not infringing or that you have authorization to use the material, you may respond to the DMCA notification by sending a counter notification to our Copyright Agent (whose contact information is provided above) that includes:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled (such as a URL for the webpage for where the material is posted);
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a United States District Court for the judicial district in which your physical address is located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

If you submit a DMCA counter notification, a copy of the counter notification, including your name and contact information, will be sent to the copyright owner or person who provided the DMCA notification. Please note that sending a DMCA counter notification may not result in your content being restored to our services if the copyright owner chooses to file suit against you within ten (10) business days of receiving the counter notification.

## TRADEMARKS AND SERVICE MARKS

All trademarks, service marks, and trade names are trademarks or registered trademarks of Metroflor and its affiliates and no use or other rights are granted with respect to these trademarks without the express, written approval of Metroflor. Additionally, logos, trademarks and service marks of third parties may also appear on this Web Site, and such are the exclusive property of their respective owners and no use or other rights are granted with respect to these trademarks without the express, written approval of the trademark/service mark owner.

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## LINKS

As a convenience to you, Metroflor may provide links to non-Metroflor Web Sites solely to direct you to information on topics that may be useful or of interest to you. Metroflor has not reviewed all of the web sites linked to this Web Site. Metroflor has no control over the content on such non-Metroflor Web Sites and is not responsible for any off-site pages or any other Web Sites linked to this Web Site. The inclusion of any link to such a Web Site does not imply endorsement by Metroflor of the Web Site or its contents. Your linking to any other offsite pages or other Web Sites is at your own risk.

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## PURCHASES

All sales on our Site are subject to our Terms of Sale, found here: [www.metroflor.com/documents/TermsOfSale.pdf](http://www.metroflor.com/documents/TermsOfSale.pdf).

## DISCLAIMERS

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METROFLOR DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THIS WEB SITE AND THE CONTENT ACCESSIBLE VIA THIS WEB SITE ARE UNINTERRUPTED, ACCURATE, COMPLETE, CURRENT OR ERROR-FREE.

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## ELIGIBILITY

You represent and warrant that you (a) are above the legal age of majority in your jurisdiction of residence, (b) have not previously been suspended or removed from the Site, (c) do not have more than one account at any given time for the Site; (d) you will only provide us with true, accurate, current and complete information if you register for an account. If we believe or suspect that your information is not true, accurate, current or complete, or suspect fraudulent use of the Site, we may deny or terminate your access to the Site.

## PROHIBITED ACTIVITIES

Web Site users are strictly prohibited from using this Web Site and the Content for fraudulent or illegal purposes or for posting or transmitting to or from this Web Site any unlawful, threatening, libelous, defamatory, inflammatory, pornographic or profane communications and/or materials or any communications and/or materials that could give rise to civil or criminal liability under law. You agree not to take any action that tampers or interferes with this Web Site, the Content on this Web Site, or any person's use of the Web Site and Content.

## USER CONTRIBUTIONS

The Web Site may contain message boards, comments, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Web Site. All User Contributions must comply with all applicable laws and these terms. Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

## SOCIAL NETWORKING SITES

These Terms govern any submissions you make on any Metroflor related third party website or page such as Facebook, Twitter, Pinterest, YouTube or social networking site. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions or ideas of Metroflor or its employees and Metroflor is not responsible for any such content. In any event, all material posted on any third party social networking sites must comply with these Terms.

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS, OPPORTUNITY OR DATA, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY OTHER INTANGIBLE LOSSES. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND EVEN TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ARE REASONABLE GIVEN THE BENEFITS OF THE SITES AND YOU WILL ACCEPT SUCH RISK AND/OR INSURE ACCORDINGLY.

## INDEMNITY

You agree to indemnify, defend, and hold harmless us, our licensors, our agents, and all officers, directors, and employees from any and all third party claims, actions, losses, damages, liabilities, judgements, grants, costs, and expenses (including reasonable attorneys' fees) arising from: (i) your use of our Sites or use by any person that you allow to use our Sites that is not in accordance with these Terms, (ii) any breach of these Terms by you or by any person that you allow to use our Sites, or (iii) any violation of any laws or regulations or the rights of any third party by you or by any person that you allow to use our Sites.

## GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Sale as well as any disputes between the Parties will be governed by Delaware law without regard to its rules regarding conflicts of laws. In the event of any disputes and claims that the Parties cannot amicably resolve, the Parties hereby agree to first attempt to settle the dispute in good faith via mediation, before resorting to litigation. The mediation will be held in Fairfield County, Connecticut and will be conducted by a mediator of our choice. The Parties waive any rights to a trial by jury in any dispute arising out of or related to the transactions contemplated by these terms. The Parties irrevocably and unconditionally agree that they will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to the Sales of Goods in any forum other than the federal and state courts of the State of Connecticut, Fairfield County. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of in Connecticut. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

## TERMINATION

Metroflor may terminate this Web Site and/or your access to this Web Site and the Content herein for any reason at any time without notice to you. In the event of any such termination, Metroflor shall have no liability to you whatsoever.

## GEOGRAPHIC SCOPE

The Sites are intended for use within the United States of America. Claims about our products or services are limited to the United States, unless otherwise disclosed. The Sites are intended to promote solely products that are sold in the United States. We do not represent or warrant that the Sites are appropriate or available for use outside the United States.

## ENTIRE AGREEMENT & SEVERABILITY

These Terms, our Privacy Policy, any additional terms that accompany our Sites, any amendments and any additional agreements you may enter into with us shall constitute the entire agreement between you and us with respect to our Sites, and supersede all prior or contemporaneous oral or written communications, proposal, and representations with respect to our Sites or any subject matter covered by these Terms. If any provision of these Terms is deemed to be invalid, illegal or unenforceable (in whole or in part), then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. You may be subject to additional terms and conditions that govern your use of third-party services, content, or software.

## NO WAIVER

If we do not exercise or enforce any legal right or remedy which is set out in these Terms or which we have the benefit of under any Applicable Law, this will not be construed as a formal waiver of our rights or remedies and such rights or remedies will remain available to us.

If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

## SURVIVAL

Any provisions within these Terms that by their nature should continue to be in effect, shall survive the expiration or termination of these Terms, and remain valid and binding.

If any of these Terms or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## ADDITIONAL TERMS MAY APPLY

Depending on which of our products or services you use, additional terms may apply ("Additional Terms"). Additional Terms may also apply for promotions, sweepstakes, contest, giveaways, or similar programs. If these Terms are inconsistent with any Additional Terms, the Additional Terms will control.



**CORPORATE**  
15 Oakwood Avenue  
Norwalk, CT 06850  
866.882.4407  
www.metroflor.com

**CUSTOMER SERVICE**  
119 Thomas Street  
Calhoun, GA 30701  
888.235.6672  
customerservice@metroflor.com

## NOTICES

Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Please feel free to contact us via one of the methods described below:

By mail:

Metroflor Corporation  
15 Oakwood Avenue  
Norwalk, CT 06850

By phone: (888) 235-6672

By fax: (706) 243-4761

By email: [customerservice@metroflor.com](mailto:customerservice@metroflor.com)

You agree that we may send notices to you regarding your use of the Site by means of electronic mail, a general notice posted on the Site or by written communication delivered either by overnight courier or U.S. mail to your email or mailing address as appearing in our records from time to time.