

# Policies

## TERMS OF USE

Last Updated: May 25, 2018

Welcome to Dean Industrial. These website terms of use ("Terms") are entered into by and between Dean Industrial Enterprises, Inc. ("Dean Industrial", "we", "our", or "us") and its affiliates, subsidiaries and related companies, and you as a visitor, user of our Services, member, account holder, or customer, as applicable ("User", "you" or "your"). The following terms and conditions, together with our privacy policy, which may be found at [www.deanindustrial.com](http://www.deanindustrial.com) "Privacy Policy") and any documents such websites expressly incorporate by reference (collectively, these "Terms"), govern your access to and use of our <https://www.deanindustrial.com> website, including any content and functionality offered on or through such websites (collectively referred to as the "Website") and any programs, certifications, services we provide through our Website ("Services"). The Website is owned and operated by Dean Industrial Enterprises, Inc.

**IMPORTANT – PLEASE READ CAREFULLY.** By using the Website or the Services, or, where applicable, by clicking the "I Accept" box, you indicate that these Terms (including the Privacy Policy) form a binding agreement between us and you as a user of the Website and/or the Services. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SITE OR THE SERVICES. IMPORTANT: THESE TERMS CONTAIN AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION, AND ALSO CONTAINS A CLASS ACTION WAIVER. Please carefully review Sections 17-18 of these Terms for more information.

- 1. Changes to the Terms of Use.** We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in the updated Terms will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.
- 2. Privacy**
  - A. We will maintain and use your information according to our Privacy Policy, and which may be modified from time to time in our discretion, which modifications are effective as of the date posted on our Website. Your continued access or use of the Website or purchase or use of our Services indicates that you agree with such modifications.
  - B. Use By Minors; Parental/Guardian Consent. The Services are intended for access and use by individuals over 18 years of age. Please note that we do not knowingly collect or solicit personally identifiable information from children under 13. If you under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us.

### **3. Accessing the Website and Account Security**

- A. We reserve the right to withdraw or amend this Website, and any Service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.
- B. You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.
- C. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, where applicable, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- D. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

### **4. Intellectual Property Rights**

- A. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- B. Subject to your compliance with these Terms, we grant you a personal, limited, terminable, nonexclusive, non-sublicensable, non-transferable right to access and use the Website for your personal, non-commercial use only. We have the right, but not the obligation, to take any of the following actions without providing any prior notice to you: (a) change or terminate all or any part of the Website or the Services; (b) restrict or terminate your access to all or any part of the Website or the Services; or (c) refuse, move, or remove any content that is available on the Website and any material that you submit to the Website. Material on this Website may contain technical or other inaccuracies, omissions, or typographical errors, for which Dean Industrial assumes no responsibility. Use this Website at your sole risk. Material may be changed or updated without notice. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:
  - Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
  - You may store files that are automatically cached by your Web browser for display enhancement purposes.
  - You may print or download a reasonable number of pages of the Website (or any downloadable content offered in any of the Website pages) for your own personal, non-commercial use and not for further reproduction, publication or distribution.

- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from the Website.
  - Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
  - Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.
  - Access or use for any commercial purposes any part of the Website or any Services or materials available through the Website.
- C. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

**5. Trademarks. The Dean Industrial name and its other brands and all related names, logos, product and service names, designs and slogans are our trademarks or those of our affiliates or licensors. You must not use such marks without our prior written permission. All other brands on this Website are the trademarks of their respective owners.**

**6. Prohibited Uses**

- A. You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:
- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
  - For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
  - To send, knowingly receive, upload, download, use or re-use any material which does not comply with the User Content guidelines set out in these Terms or in our Website.
  - To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
  - To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
  - To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- B. Additionally, you agree not to:
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

**7. Digital Millennium Copyright Act (DMCA) Notice. If you believe that any content on the Website violates these Terms or your intellectual property rights, you can report such violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. §512). In the case of an alleged infringement, please provide the following information:**

- A. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- B. A description of where the material that you claim is infringing is located on the Website (including the exact URL);
- C. An address, a telephone number, and an e-mail address where we can contact you;
- D. A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
- E. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and
- F. Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.
- G. We may request additional information before we remove allegedly infringing material. You may report a copyright violation by providing the above information to the designated agent listed below:

Dean Industrial Co., Inc.  
 2525 South East Ave  
 Fresno, CA 93706  
 Attn: Webmaster  
 Email: [webmaster@deanindustrial.com](mailto:webmaster@deanindustrial.com)

- H. We will terminate the User account of any User who repeatedly submits content that violates our intellectual property policies. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content removed from the Website more than twice.

**8. Communications. If you have created an account or given us any contact information and consented to our sending you content (e.g., email newsletters), you hereby consent to receive electronic communications (email, text/SMS and by mobile phone) from us concerning information and/or our Services (collectively, "Communications"). For Users, the Communications may be those that we are required to send to you by law concerning the Services ("Required Communications"). The Communications may also be those that we send to you for other reasons. We may provide these Communications to you by sending an email to the email address you provided in connection with**

your account, by text/SMS to or by calling the mobile phone number you provide, and/or by posting the Communications on the Website. You may change the email or mobile phone number on file for your account by visiting your account information page or by contacting us. You may opt out of receiving all Communications via email by sending a notice to us that identifies your full name, user name and email address. If you are a registered User and opt out, you will not receive any further electronic notices from us, which notices may include important notices or announcements, but, we will continue to mail you required or important notices.

9. **Disclaimers.** THIS SITE AND THE MATERIALS, INFORMATION, SERVICES, AND PRODUCTS IN THIS SITE, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, AND LINKS, ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY STATED HEREIN. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING, OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

**10. Limitation of Liability**

- A. YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF OUR SERVICE) ARISING OUT OF OR IN RELATION TO THESE TERMS OR YOUR USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF OUR SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS THAT MAY OCCUR DUE TO ANY LOSS OF THE SERVICE, THE USE OF THE SERVICE, ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SERVICE, FORCE MAJEURE EVENTS, THE NON-RECOGNITION OF OUR HOSTING SERVICE’S SERVERS, THE PROTECTION OR PRIVACY OF ELECTRONIC MAIL OR OTHER INFORMATION TRANSFERRED THROUGH THE INTERNET OR ANY OTHER NETWORK PROVIDER OR SERVICE ITS CUSTOMERS MAY UTILIZE, OR THE APPLICATION OF ANY POLICY SET FORTH HEREIN.
- B. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US, OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS ARISING OUT OF OR RELATING TO THE SERVICE OR ANY USER CONTENT IS TO STOP USING THE SERVICES, AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR

CONTENT ON THE SERVICES. IN NO CASE SHALL OUR LIABILITY OR THAT OF OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS TO YOU EXCEED THE GREATER OF (A) THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES OR (B) ONE HUNDRED DOLLARS (U.S.). THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

- C. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THAT OF OUR SUBSIDIARIES, DIRECTORS, EMPLOYEES, ATTORNEYS, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.
- D. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**11. Indemnification.** By utilizing the Website or our Service you agree to indemnify, defend and hold us and our officers, directors, employees, agents, and affiliates harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by us through your use of the Website or Service or your posting or transmission of User Content in violation of these Terms (including, but not limited to, negligent or wrongful conduct, infringement of any third party's intellectual property, confidentiality, privacy or publicity rights). You also agree to take sole responsibility for any royalties, fees or other monies owed to any person by reason of any content you post or transmit through the Website we provide. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. This Section shall survive any expiration or termination of these Terms.

**12. Cooperation with Law Enforcement and Government Agencies; Required Disclosures**

- A. You acknowledge that we have the right to investigate and prosecute violations of these Terms, including intellectual property, publicity and privacy rights infringement and Website security issues, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Website or the Services, but we have the right to do so for the purpose of operating the Website, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental or regulatory body.
- B. You understand and agree that we may disclose your personal information to if required to do so by law, court order, legal process, or subpoena, including to respond to any government or regulatory request, or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates or partners, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce these Terms (including for billing and collection purposes), take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Website; and (c) to exercise or protect the rights, property, or the safety of us, our users or others.

**13. Our Security Measures.** We take reasonable precautions to protect the security of your information. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. However, neither people nor

security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes, or fail to follow policies. Therefore, while we use reasonable efforts to protect your information, we cannot guarantee its security. You are responsible for the security of your personal information. You should avoid transmitting personal or sensitive information, such as social security numbers, bank or credit card information.

- 14. Taxes.** If any federal, state or local governmental entity with taxing authority over the Service imposes a tax, duty or fee directly on the Service provided to you by us under these Terms (excluding any income, business and occupation, capital gain, death or inheritance, or other indirect taxes), then we may pass the direct amount of such tax on to you, and you shall promptly pay that tax.

**15. Disputes; Resolution; Arbitration**

- A. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or use of the Website must be filed within one year after such claim or cause of action arose or be forever barred.
- B. **ARBITRATION.** In the event of any dispute, claim, question or disagreement arising from or relating to these Terms, or the relationship that results from these Terms, other than claims for injunctive or other equitable relief (a "Dispute"), the parties hereto shall use their best efforts to settle the Dispute. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then the Dispute shall be resolved by binding arbitration in Fresno, California, USA, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within the time provided herein, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the Dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing, shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by sections 10 and 11 of the Federal Arbitration Act, the terms of which sections the parties agree shall apply. The expenses of arbitration, including reasonable attorneys' fees and the fees and expenses of the arbitrator, shall be shared equally by the parties.
- C. The arbitrator will have no authority to award attorneys' fees, punitive damages, or any other monetary relief not measured by the prevailing party's actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to these Terms. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.
- D. The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.
- E. These Terms shall not be governed by the United Nations Convention on the International Sale of Goods.
- 16. CLASS ACTION WAIVER.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a

**class action or in any other proceeding in which either party acts or proposes to act in a representative capacity, and each party hereby waives any right to assert consolidated claims with respect to any disputes subject to arbitration under these Terms or any disputes between the parties. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.**

**17. Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to these terms or the transactions contemplated hereby.

**18. Location of Operation.** Our Website is operated in the State of California, United States of America, and we make no representation that content provided is applicable or appropriate for use in other locations. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Your use of the Website does not subject us to judicial process in or to the jurisdiction of courts or other tribunals in your jurisdiction or location.

**19. General**

- A. **Governing Law.** For all legal proceedings arising out of use of the Website and/or relating to these Terms, these Terms and the relationship between you and us shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of the State of Indiana. You and we hereby irrevocably and unconditionally submit to the jurisdiction of courts located in Ft. Wayne, Indiana, or the court of competent jurisdiction closest thereto if no court of competent jurisdiction resides therein, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. You and we irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.
- B. **Assignment.** You may not assign, convey, or transfer (whether by contract, merger or operation of law) (collectively, "assign" or variants) these Terms, in whole or in part, without our prior written consent, which may be granted or withheld by us in our sole discretion. Any attempted assignment in violation of these Terms will be of no power or effect. We may assign these Terms freely at any time without notice. Subject to the foregoing, these Terms will bind and inure to the benefit of each party's permitted successors and assigns. We reserve the right to, and you hereby consent to, our right to disclose, transfer, and/or assign your Personal Information in connection with a merger, consolidation, restructuring, financing, sale, or other transaction. In addition, when a potential buyer is interested in purchasing one of its properties, you agree that we may provide the potential buyer with your Personal Information, subject to the restrictions in these Terms.
- C. **Waiver.** The failure to exercise or enforce any right or provision shall not affect our right to exercise or enforce such right or provision at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- D. **Severability.** If any portion of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and, notwithstanding such finding, the remaining provisions of these Terms shall remain in full force and effect.
- E. **Entire Agreement.** These Terms, including, but not limited to, the Privacy Policy (and updates to the foregoing) and any other terms agreed to in writing by the parties or by way of your use of the Website or the Services shall constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter, and except as expressly permitted in these Terms may only



be amended by a written agreement signed by authorized representatives of the parties. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration. The failure of us to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or our right to act with respect to subsequent or similar breaches.

- F. **Headings.** The headings of sections and paragraphs in these Terms are for convenience only and shall not affect its interpretation.
  - G. **Independent Contractors.** The parties intend that an independent contractor relationship will be created by these Terms, and that no additional partnership, joint venture, employee, employer or other relationship is intended. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of us, any of our affiliates or its respective service providers.
  - H. **Notice.** You agree that we may provide you with notices, including those regarding changes to these Terms, by email to the address you provided at the time of registration or such changed address as you provide to us in your Account Data.
  - I. **Contact Us.** Our contact information is: Dean Industrial Co., Inc.; 2525 South East Ave, Fresno, CA 93706, U.S.A.; Attn: Corporate Secretary Phone: (559) 233-4222.
- 20. Our Website and the information contained or referred to herein does not constitute an offer or a solicitation of an offer for the purchase or sale of any securities. Our Website may contain information and press releases about and by Dean Industrial. Any statements in our Website that are not historical facts, including but not limited to plans, projections, objectives, goals, strategies, future events or performance and underlying assumptions, are forward-looking statements as provided in the rules and regulations of the Securities Act of 1933, Securities Exchange Act of 1934, and the Private Securities factors which may or may not be disclosed herein. Statements or phrases that use such words as “believes”, “anticipates”, “plans”, “may”, “hopes”, “can”, “will”, “expects”, “estimates”, “predicts”, “is designed to”, “with the intent”, “potential”, and similar expressions commonly indicate forward-looking statements, but in their absence do not mean that a statement is not forward-looking. Any forward-looking statements contained herein involve risks and uncertainties, including but not limited to, general economic and currency conditions, various conditions specific to Dean Industrial’s business and industry, market demand, competitive factors, supply constraints, technology factors, government and regulatory actions, Dean Industrial’s accounting policies, future trends, and other risks which are detailed in Dean Industrial’s Securities and Exchange Commission filings. While information prepared by Dean Industrial was believed to be accurate as of the date so prepared, Dean Industrial disclaims any duty or obligation to update any information or forward-looking statement or to verify the accuracy of information prepared by others.**

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