

TERMS AND CONDITIONS OF USE

Welcome to the Website operated by ITW PRO BRANDS. This Website (the "ITW PRO BRANDS Website" or the "Website") provides general information about ITW PRO BRANDS, and its products, free of charge to users in the United States.

All uses of the ITW PRO BRANDS Website are subject to the following terms and conditions of use (these "Terms of Use").

Please read these Terms of Use carefully before accessing or using any part of this Website. By accessing or using this Website, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, as well as the ITW PRO BRANDS Privacy Policy, which is hereby incorporated into these Terms of Use. If you do not wish to agree to these Terms of Use, do not access or use any part of this Website.

ITW PRO BRANDS may revise and update these Terms of Use at any time by posting the amended terms to this Website. Your continued use of the ITW PRO BRANDS Website means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with this Website, your sole and exclusive remedy is to discontinue using this Website.

USE OF THE ITW PRO BRANDS WEBSITE

You agree to use the ITW PRO BRANDS Website only for lawful purposes:

- a. Specifically you agree not to do any of the following: (1) upload to or transmit on the ITW PRO BRANDS Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (2) use the ITW PRO BRANDS Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (3) intercept or attempt to intercept electronic mail not intended for you; (4) misrepresent an affiliation with any person or organization: (5) upload to or transmit on the ITW PRO BRANDS Website any advertisements or solicitations of business; (6) restrict or inhibit use of the ITW PRO BRANDS Website by others; (7) upload or otherwise transmit files that contain a virus or corrupted data; (8) collect information about others (including e-mail addresses) without their consent; (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the ITW PRO BRANDS Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on the ITW PRO BRANDS Website); (10) post "spam," transmit chain letters or engage in other similar activities; or (11) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the ITW PRO BRANDS Website, or which, as determined by ITW PRO BRANDS, may harm ITW PRO BRANDS or users of the ITW PRO BRANDS Website or expose them to liability.
- b. Any content and/or opinions uploaded, expressed or submitted to a message board, chatroom or any other publicly available section of the ITW PRO BRANDS Website (including password-protected areas), and all articles and responses to questions, other than the content provided by ITW PRO BRANDS, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of ITW PRO BRANDS. You understand and acknowledge that you are responsible for whatever content you submit, and you, not ITW PRO BRANDS, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of the ITW PRO BRANDS Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the ITW PRO BRANDS Website. You grant to ITW PRO BRANDS the right to use all content you upload or otherwise transmit to the ITW PRO BRANDS Website in any manner ITW PRO BRANDS chooses, including, but not limited, to copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.



- c. ITW PRO BRANDS reserves the right, but does not assume any responsibility, to (1) remove any material posted on the ITW PRO BRANDS Website which ITW PRO BRANDS, in its sole discretion, deems inconsistent with the foregoing commitments, including any material ITW PRO BRANDS has been notified, or has reason to believe, constitutes a copyright infringement; and (2) terminate any user's access to all or part of the ITW PRO BRANDS Website. However, ITW PRO BRANDS can neither review all material before it is posted on the ITW PRO BRANDS Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, ITW PRO BRANDS assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. ITW PRO BRANDS reserves the right to take any action it deems necessary to protect the personal safety of users of this Website and the public; however, ITW PRO BRANDS has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.
- d. Your failure to comply with the provisions of (a) or (b) above may result in the termination of your access to the ITW PRO BRANDS Website and may expose you to civil and/or criminal liability.

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responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on this Website.

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INDEMNIFICATION

You agree to indemnify and hold harmless ITW PRO BRANDS and its officers, directors, employees, agents, affiliates, third-party information providers, licensors and others involved in the ITW PRO BRANDS Website or the delivery of products, services or information over the ITW PRO BRANDS Website, from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any violation by you of this Agreement or your use of the ITW PRO BRANDS Website or any products, services or information obtained from this Website.

SUBMISSION OF INFORMATION TO ITW PRO BRANDS

ITW PRO BRANDS's use of your personal information and your responsibilities in connection with protecting your



privacy are described in our privacy policy which is located at ITW PRO BRANDS's Privacy Policy Web Page and is incorporated by reference into these Terms of Use. ITW PRO BRANDS does not want to receive confidential or proprietary information from you through this Website unless you have another written agreement with ITW PRO BRANDS related to the sharing of such information. Any information that ITW PRO BRANDS receives through its Website, other than your personally identifiable information covered by ITW PRO BRANDS's Privacy Policy, will be deemed to be NON-CONFIDENTIAL. BY TRANSMITTING TO ITW PRO BRANDS INFORMATION VIA THIS WEBSITE OR OTHERWISE THROUGH ELECTRONIC MEANS WITHOUT A WRITTEN AGREEMENT WITH ITW PRO BRANDS RELATED TO YOUR SUBMISSION, YOU UNDERSTAND AND AGREE THAT ITW PRO BRANDS MAY USE THAT INFORMATION FOR ANY PURPOSE WHATSOEVER WITHOUT OBLIGATION TO YOU.

COMMENTS AND SUBMISSIONS

ITW PRO BRANDS welcomes your comments. All comments, suggestions or other information sent by you to this Website for internal use by ITW PRO BRANDS or its advertisers or business partners or in response to solicitations on this Website, will become ITW PRO BRANDS's property, and you agree that all intellectual property rights therein are transferred to ITW PRO BRANDS. You understand that any postings to publicly available portions of the ITW PRO BRANDS Website are non-confidential for all purposes.

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COMPLIANCE

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CONTACT

Please contact the ITW Pro Brands Marketing Director, 770-243-8800 if you become aware of any content that may infringe the copyright of a third party or that you believe to be in violation of these Terms of Use.

MISCELLANEOUS

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of Illinois, USA, without regard to its conflicts of law principles. These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and ITW PRO BRANDS with respect to the ITW PRO BRANDS Website, and no other terms that may have been communicated to you orally or in any



other manner shall have any force or effect. Any cause of action you may have with respect to the ITW PRO BRANDS Website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the ITW PRO BRANDS Website shall be in the state or federal courts located in Chicago, Illinois. You agree to submit to the jurisdiction of such courts.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

ITW PRO BRANDS's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and ITW PRO BRANDS nor any trade practices shall be deemed to modify these Terms of Use.



PRIVACY POLICY

ITW PRO BRANDS respects your personal privacy and is committed to adhering to the applicable privacy and data protection laws and industry guidelines. This privacy policy ("Privacy Policy") describes how we handle the personal information that you to provide to us on this website ("Website"). This policy applies only to the ITW PRO BRANDS site and not to any third-party sites that may be accessible from here.

This Privacy Policy applies, in general, to ITW PRO BRANDS.

After reading this Privacy Policy, which is incorporated into and is a part of this Website's Terms and Conditions, you will know:

- 1. What information ITW PRO BRANDS collects from you and how they use it
- 2. What choices you have about how ITW PRO BRANDS treats your information
- 3. How ITW PRO BRANDS protects your privacy
- 4. What ITW PRO BRANDS does about children visiting this Website
- 5. How you can contact ITW PRO BRANDS
- 6. Changes in the policy

1. INFORMATION ITW PRO BRANDS COLLECTS FROM YOU

Your Consent

By using ITW PRO BRANDS's Website or providing personal information to us, you are consenting to the collection, use, and disclosure of your personal information described in this Privacy Policy.

If you do not consent to the collection, use, and disclosure of your personal information as described in this Privacy Policy, do not use the ITW PRO BRANDS Website or contact ITW PRO BRANDS pursuant to Section 2 below.

Active Information Collection

Like many other websites, we actively collect information from our visitors both by asking specific questions on this site and by permitting you to communicate directly with us via e-mail. Some of the information that you submit may be personally identifiable (that is, information that can be uniquely identified with you, such as your name, address, e-mail address, phone number, etc.). ITW PRO BRANDS uses this information for the purposes for which you provide it. For example, if you provide your resume to ITW PRO BRANDS for purposes of obtaining employment, the resume will be used for activities related to your potential employment. Passive Information Collection

Some of the information we collect depends on the settings on your web browser. Please check your web browser if you want to learn what information your browser sends or how to change your settings. In addition to the information sent by your web browser, as you navigate through a web site, certain information can be passively collected (that is, gathered without you actively providing the information) using various technologies and means, such as navigational data collection.

Like most website operators, we track IP addresses, use both session and persistent cookies, and assign Internet tags. Our system also automatically gathers information about the areas you visit on this site and collects operational information about the technology you use, such as your browser, type of computer, operating systems and Internet service providers.

We passively collect information to understand what areas of this site are most popular, which areas may require improvement and what technologies are being used by our visitors. This information allows us to update and



improve this site. We also use this information for security purposes, to detect and to block security breaches and to provide you with a safe online environment.

Limitations on the Collection, Use and Disclosure of Personal Information

To the extent required by applicable law, whenever ITW PRO BRANDS collects personal information on the ITW

PRO BRANDS Website, ITW PRO BRANDS will:

- provide timely and appropriate notice to you about its data practices;
- collect, use, disclose and transfer your personal information only with your consent, which may be express or implied, depending on the sensitivity of the personal information, legal requirements, and other factors;
- collect your personal information only for specific, limited purposes. The information we collect will be relevant, adequate and not excessive for the purposes for which it is collected;
- process your personal information in a manner consistent with the purposes for which it was originally collected or to which you have subsequently consented;
- take commercially reasonable steps to ensure that your personal information is reliable for its intended use, accurate, complete, and, where necessary, kept up-to-date;
- not use your personal information for direct marketing purposes without giving you an opportunity to "optout"; and
- take appropriate measures, by contract or otherwise, to provide adequate protection for personal
 information that is disclosed to a third party or transferred to another country, including transfers within ITW
 PRO BRANDS.

Retention of Personal Information

ITW PRO BRANDS retains the personal information collected on the web site as long as necessary to provide the services, products and information you request or as permitted by applicable law.

2. CHOICES YOU HAVE ABOUT HOW ITW PRO BRANDS USES YOUR INFORMATION

We strive to provide you with as many choices and as much control as possible regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

You may also send us an e-mail message at customerservice@ITWProBrands.com to request access to, correct or delete any personal information that you have provided to us. To protect your privacy, we will only respond to e-mail messages sent from the e-mail account you used to set up your account. Should you elect to have your information deleted, we will also delete your user account.

If you do not wish us to collect cookies, you may set your browser to refuse cookies, or to alert you when cookies are being sent. If you do so, please note that some parts of this site may then be inaccessible or not function properly.

If you do not want any information collected, then you should choose not to use the ITW PRO BRANDS web site.

3. HOW ITW PRO BRANDS PROTECTS YOUR INFORMATION

We work hard to protect your personal information. ITW PRO BRANDS will not sell personal information collected from its web site to mailing list brokers without your express consent. All information is stored within a secured database that is not accessible to the outside world. Resumes are stored on file systems that are not publicly accessible. All ITW PRO BRANDS/ITW servers are protected behind both hardware and software firewalls. Lowlevel access to all information is restricted to authorized support personnel only.



This site contains links to other web sites operated by third parties that may be of interest to you. We cannot control these third-party sites, which may collect personal information from you. When you follow a link and leave this site, you do so at your own risk.

4. WHAT ITW PRO BRANDS DOES ABOUT CHILDREN VISITING THIS SITE

This site is not intended for children under the age of 13. We will not knowingly collect information from site visitors in this age group. We encourage parents to talk to their children about their use of the Internet and the information they disclose online. If your child has submitted personal information and you would like to request that such information be deleted from our records, you may do so by using the feedback mechanisms provided at a particular ITW PRO BRANDS web site, or by writing us at the address set forth in Section 5 below.

5. HOW YOU CAN CONTACT ITW PRO BRANDS

If you have any questions, comments or concerns about this Privacy Policy or the information practices of this site, please contact us at:

ITW PRO BRANDS 4647 Hugh Howell Road Tucker, GA 30084 770-243-8800

6. CHANGES IN THE POLICY

ITW PRO BRANDS reserves the right to update or modify this Privacy Policy, at any time and without prior notice, by posting the revised version of this Privacy Policy on our ITW PRO BRANDS Website. If we modify this Privacy Policy, the modifications will only apply to personal information we collect after we have posted the revised Privacy Policy on the Website.

This Privacy Policy was last revised on December 17, 2019.