

**L&R USA, INC.**  
**WEBSITE TERMS OF USE**

These Website Terms of Use (these "Terms of Use" or this "Agreement") govern your use of each website owned and operated by L&R USA Inc. ("L&R") and corresponding social media websites and mobile applications, if any (referred to each as a "Website" or collectively as the "Websites").

By using a Website, you agree to these Terms of Use. When these Terms of Use refer to "use" of the Website, the term "use" is intended to be broadly construed to include any direct or indirect access to or use of the Website or any information or data included on the Website.

THE WEBSITE IS NOT A SUBSTITUTE FOR PROFESSIONAL CARE. THE INFORMATION PROVIDED ON THE WEBSITE SHOULD NOT BE USED FOR DIAGNOSING OR TREATING A HEALTH PROBLEM OR A DISEASE. IF YOU HAVE, OR SUSPECT YOU MAY HAVE, A HEALTH PROBLEM, YOU SHOULD CONSULT YOUR PHYSICIAN. ALL MEDICAL PRODUCTS REQUIRE A PHYSICIAN'S PRESCRIPTION.

**1. Privacy**

Any personal information provided to L&R by you or collected by L&R through the use of the Website will be maintained in accordance with L&R's Privacy Policy.

**2. Changes to Terms of Use**

L&R reserves the right to change these Terms of Use in its sole discretion without advance notice. Changes to these Terms of Use become effective on the date when the updated Terms of Use are published on the Website. By using the Website after a change in these Terms of Use, you agree to follow and be bound by such Terms of Use as changed.

**3. Modifications to Website**

L&R reserves the right to modify in whole or in part, or temporarily or permanently discontinue, the Website or any content contained on the Website for any reason and at any time and without notice to you.

**4. Links to Other Websites**

The Website may include links to and utilize tools and other functionality from other websites (collectively, "Third Party Websites"). You acknowledge that L&R does not control the Third Party Websites and is not responsible for any content, services, products or practices of the Third Party Websites. Your use of any Third Party Websites is at your own risk.

**5. Website Availability**

L&R periodically schedules system downtime for maintenance and other purposes and the Website may be unavailable due to unplanned system outages or circumstances outside of L&R's control. L&R shall have no liability to any user or third party whatsoever for the resulting unavailability of the Website or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, mis-delivery, or non-delivery of information caused by such system outages.

**6. Security**

The Website may utilize both secure and non-secure sections and pages. L&R uses commercially reasonable security protocols to protect the transmission of data submitted using the secure portion(s) of the Website. Before submitting any sensitive data using the Website, be sure your web browser displays a secure web

address beginning with "https://..." L&R cannot guarantee that unauthorized third parties will never be able to defeat the security measures employed by L&R. Although we cannot guarantee that our systems are 100% secure 100% of the time, we periodically update our technology in order to improve the protection of information.

## **7. Ownership of Website Content**

L&R or third party content or service providers own all copyrights, trademarks, trade dress and other intellectual property contained on the Website or contained in email correspondence you may receive through the Website ("Content"). Content includes images, illustrations, designs, icons, photographs, trademarks, logos, text, software, sounds and the arrangement of Content on the Website as a whole.

## **8. Use of Content**

(a) You are authorized only to use the Content on the Website for personal use or other legitimate business purposes. Use of Content pursuant to this Agreement will not convey or transfer any intellectual property rights to you. Portions of the Website may allow you to post, pin or share Content on social media pages, such as Facebook, Pinterest, Instagram or Twitter. Use of Content on social media pages is subject to these Terms of Use and the terms and conditions of such social media websites. If you choose to post Content on social media, you may only use or download such Content in its unmodified form for your own personal or legitimate business purposes. You agree not to alter or remove any copyright or other proprietary notices included in such materials.

(b) The above limited license does not apply to on-demand courses, live webinars, publications or other downloadable materials that may be offered as part of a subscription through the Website. Such materials are subject to separate licenses and/or terms and conditions that are made available to you at the time you purchase or obtain access to such materials.

(c) Notwithstanding the above, you may not use any Content as part of a domain name, social media account name or user group.

(d) L&R reserves the right to remove, or have removed, any Content from any third party website or social media website in L&R's sole discretion. You agree to comply with, or not oppose, any take down request made by or on behalf of L&R.

(e) The above limited license to use Content does not apply to the use, downloading, compiling, data mining, reverse engineering or exporting of software or technical data from the Website for any reason.

## **9. Use of the Website**

(a) You agree to use the Website only for lawful purposes.

(b) Without limiting Section 9(a) above, you agree not to do any of the following: (i) communicate to L&R, or upload to or transmit on the 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; (ii) use the Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (iii) intercept or attempt to intercept electronic mail not intended for you; (iv) misrepresent an affiliation with any person or organization; (v) restrict or inhibit use of the Website by others; (vi) upload or otherwise transmit files that contain a virus or corrupted data; (vii) collect information about others (including email address) without their consent; (viii) 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 Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Website); (ix) post "spam", transmit chain letters or engage in other similar activities; or (x) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by L&R, may harm L&R or users of the Website or expose them to liability.

(c) Any content and/or opinions uploaded, expressed or submitted to a message board, chat room or any other publicly available section of the Website (including password-protected areas), and all articles and responses to questions, other than the Content provided by L&R, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of L&R. You understand and acknowledge that you are responsible for whatever content you submit, and you, not L&R, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to L&R or to any area of the 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 communicate it to L&R and/or post it to the Website. You grant to L&R the right to use all content you upload or otherwise transmit to L&R or the Website in any manner L&R 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.

(d) L&R reserves the right, but does not assume any responsibility, to (i) remove any material posted on the Website which L&R, in its sole discretion, deems inconsistent with the commitments described above, including any material L&R has been notified, or has reason to believe, constitutes a copyright infringement; and (ii) terminate any user's access to all or part of the Website. However, L&R can neither review all material before it is posted on the Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, L&R assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. L&R reserves the right to take any action it deems necessary to protect the personal safety of users of the Website and the public; however, L&R has no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section 9(d). Your failure to comply with the provisions of Sections 9(a), 9(b) and 9(c) above may result in the termination of your access to the Website and may expose you to civil and/or criminal liability.

## **10. Account and Membership Information**

The Website may allow you to set up an account or subscribe to certain features or benefits, including creating a unique username and password or providing certain personal information. By joining, subscribing or submitting information to L&R through the Website, you expressly agree to (a) keep your login and password information confidential; (b) ensure that any person accessing your account is aware that the account is subject to this Agreement; (c) supervise and be responsible for any use of your account; (d) promptly change your login information if you believe that an unauthorized person has access to your login information. Furthermore, by joining, subscribing or submitting information to L&R through the Website, you expressly grant L&R or its third party service provider(s) the right to communicate with you via e-mail, mail, fax or telephone. You are also responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password. L&R reserves the right to suspend or cancel any user account for any other reason in its sole and absolute discretion.

## **11. Website Errors**

L&R attempts to provide the most recent, accurate, and reliable information on the Website. However, there may be occasions when information featured on the Website may contain typographical errors, incomplete data, inaccuracies, or items featured on the Websites that are no longer in stock. L&R does not warrant that the information accessible via the Website is accurate, complete or current. Any errors are unintentional and we apologize if erroneous information is reflected in merchandise price or item availability, or in any way affects your individual order. L&R reserves the right to correct errors and to update product information at any time.

## **12. User Comments and Submissions**

L&R welcomes user and customer comments regarding the Website. However, any non-personal information you transmit to L&R through the Website is not, and will not be treated as private, confidential or

proprietary. L&R may make unrestricted use of any non-personal information you transmit to L&R through the Website. Subject to the L&R Privacy Policy, should any user provide L&R with any ideas, inventions, opinions, comments, suggestions, or the like regarding the content and/or operation of the Website, L&R products or services (collectively "Ideas"), whether solicited or unsolicited, such Ideas shall be deemed to be non-confidential and non-proprietary and owned by L&R. L&R shall have no obligation of any kind to you with respect to such Ideas and L&R shall be free to reproduce, use, disclose and distribute the Ideas for L&R's own benefit without any obligation to you.

### **13. Warranty and Liability Disclaimers**

L&R does not assume any liability for the materials, information and opinions provided on, or available through, the Website or any other L&R website ("Site Content"). Reliance on Site Content is solely at your own risk. L&R disclaims any liability for injury or damages resulting from the use of any Site Content. THE WEBSITE AND THE SITE CONTENT AVAILABLE THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEITHER L&R NOR ANY PERSON ASSOCIATED WITH L&R MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER L&R NOR ANYONE ASSOCIATED WITH L&R WARRANTS OR REPRESENTS THAT THE WEBSITE, ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE WEBSITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. L&R DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### **14. LIMITATION ON DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL L&R OR ITS LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, ITS CONTENT, ANY SERVICES PROVIDED ON OR THROUGH THE WEBSITE OR ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY WEBSITE OR ITS CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY L&R AND WHETHER OR NOT L&R HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

### **15. Indemnification**

You agree to defend, indemnify and hold L&R and its officers, directors, owners, agents, employees, affiliates, licensees and licensors harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Website in violation of any of these Website Terms of Use.

### **16. Governing Law and Jurisdiction**

This Agreement, and L&R's operation of the Website, shall be governed and interpreted in accordance with the laws of the State of Wisconsin.

### **17. Arbitration**

(a) You and L&R agree that disputes related to these Terms of Use will be handled through arbitration, except that either you or L&R may bring a lawsuit solely for injunctive relief to stop unauthorized use of the Website or any copyright, trademark or other intellectual property infringement. Prior to commencing an arbitration proceeding, we ask that you attempt to resolve any claim informally by contacting L&R. If your claim is

not resolved within thirty (30) days of the day you contact L&R regarding your claim, you or L&R may initiate a formal arbitration proceeding. The arbitration will be governed by the American Arbitration Association, which will administer the arbitration under its Commercial Arbitration Rules and its Supplementary Procedures for Consumer-Related Disputes then in effect. The arbitration will be held in Milwaukee, Wisconsin.

(b) You agree that any disputes will be handled on an individual basis, and no part of the arbitration or court proceeding will involve any class action, class arbitration, private attorney general action, or any other similar type of consolidation of claims. In other words, you may resolve disputes with L&R on an individual basis only.

(c) You agree that any claim that you have against L&R must be brought within twelve (12) months of the date that the claim arose.

## **18. Governing Language**

Any translation of these Terms of Use is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of these Terms of Use shall govern.

## **19. Termination**

Your failure to comply with these Terms of Use automatically revokes your authorization to use the Website and terminates all rights granted to you under these Terms of Use. Your obligations to L&R and its affiliates and third party service providers relating to your use of the Website prior to termination shall continue after termination. Restrictions regarding the Content, disclaimers and liability limitations under these Terms of Use shall survive termination of this Agreement for any reason.

## **20. Miscellaneous**

If any provision of these Terms of Use, or any portion thereof, is found to be unenforceable, it shall be enforced to the maximum extent permissible so as to affect the intent of these Terms of Use, and the rest of the Terms of Use shall remain in full force and effect. These Terms of Use are the entire agreement between you and L&R relating to the Website. These Terms of Use supersede and cancel any prior written or oral agreement between you and L&R and its affiliates and subsidiaries regarding the subject matter hereof, which shall have no further force or effect.