## **Shaw Development®**

### TERMS AND CONDITIONS OF USE

The shawdev.com website (the "Website") provides information about Shaw Development, LLC ("Shaw") and its experts offering tips, knowledge, advice and products. The Website also provides information regarding affiliates of Shaw and third-parties. We make this Website available to the public subject to the following terms, policies and guidelines. By visiting the Website, you agree to abide by these Terms and Conditions of Use. If you do not wish to be bound by these Terms and Conditions of Use, you may not use the Website and must immediately cease use of the Website. Please read these Terms and Conditions of Use carefully.

### **USAGE REGULATIONS**

The Website is made available for information purposes only. You may display, reformat and print information from the Website for your own personal, non-commercial use only. You may not sell, republish, distribute or display any Content or other material from the Website for any other purpose. All such uses are strictly prohibited without our express prior written consent, and such consent may be given or withheld in our discretion. You agree that you will not in any way modify, move, add to, delete from or tamper with any Content or feature of the Website or interfere in any way with its proper functioning. We reserve the right to suspend or terminate access to the Website by anyone who violates these Terms and Conditions of Use or any applicable law or whose conduct is harmful to the interests of Shaw, affiliated companies or any third-party licensors. We may take steps to prohibit access and/or use without prior notice to any such user. Please review our Privacy Policy for information about our use of information collected through the Website.

#### REGISTRATION

To access this Website or some of the resources offered on this Website, you may be asked to provide registration details. It is a condition of use of this Website that all the details you provide will be correct, current and complete. If Shaw believes the details are not correct, current or complete, Shaw has the right to refuse you access to the Website, or any of its resources, and to terminate or suspend your account.

### **SECURITY**

Any passwords used for this Website are for individual use only. You shall be responsible for the security of your password (if any). Each user who uses your password will be deemed to be authorized by you to access and use the Website. Shaw shall be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Shaw considers insecure, Shaw will be entitled to require it to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources or accounts. The use or distribution of tools designed for compromising security (for example, password guessing programs, cracking tools or network probing tools) are strictly prohibited. If you become involved in any violation of system security, Shaw reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

## THIRD-PARTY CONTENT AND LINKS

The Website includes information provided by third-parties which may include opinions and advice of experts in different fields. Shaw, affiliated companies, and their respective employees are not responsible for the opinions, statements, services, offers or other information provided by third-parties. Neither Shaw, any affiliated companies or any of their respective employees or agents makes any representation or warranty or assumes any liability regarding the quality of products or services that may be purchased by you from any third-party. The Website includes hyperlinks that will take you out of the Website to third-party websites including financing companies. Links to third-party websites may be included in

advertisements for third-party services, or they may be accompanied by descriptions of third-party services. All links to third-party websites are provided for your convenience only. Neither Shaw nor any affiliated company controls the content or operation of any linked third-party websites, and we disclaim any responsibility for any product, service or information provided on any linked website.

NEITHER THE PUBLICATION OF THIRD-PARTY CONTENT, MENTION OF THIRD-PARTY WEBSITES AND PROVIDERS, ADVERTISEMENTS ON THE WEBSITE NOR LINKS TO THIRD-PARTY WEBSITES CONSTITUTES AN ENDORSEMENT OF THE THIRD-PARTY OR ITS PRODUCTS OR SERVICES BY SHAW, ANY AFFILIATED COMPANY OR BY ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS.

## **DISCLAIMER**

The content on this Website is provided for informational purposes only. Any opinions expressed on this Website are the opinions of the authors and neither Shaw, its affiliated companies nor any of their employees assumes any liability for the contents of any materials provided on the Website. Reliance upon any opinion or advice provided on the Website is at your own risk. Neither Shaw, its affiliated companies nor any of their employees assumes liability or responsibility for damage or injury to person or property arising from any use of any product, service, information or instruction contained on this Website.

### **PRIVACY**

Please review our Privacy Policy for information about our use of information collected through the Website.

## **COPYRIGHT AND TRADEMARKS**

All content on the Website, including text, graphics, logos, button icons, images, video clips and audio clips (collectively "Content"), the compilation of the Content (meaning its collection, arrangement and assembly) and all software used on or in the Website are the property Shaw or companies with which it is affiliated, or third-parties that have licensed Content and software for use on the Website. All Content and software are protected by U.S. and international copyright laws. The names, trademarks, service marks and logos (collectively, "Trademarks") used and displayed on the Website, including, but not limited to, Shaw Development®, Shaw Development and Design®, Aerox®, Dixon Pumps®, Shaw Plugs®, Shaw Plugs and Design® and Making Fluid Function® are registered or unregistered trademarks of Shaw, affiliated companies or third-parties that have licensed the Trademarks for use on the Website. No license is granted for any further use of any Trademarks. All rights not expressly granted in these Terms and Conditions of Use are reserved.

### LINKING AND FRAMING

Without the prior written permission of Shaw, you may not frame, or make it appear that a website of Third-Parties is presenting or endorsing, any of the Content of the Website, or incorporate any intellectual property of Shaw or any of their licensors into another website or other service.

## **COMMENTS AND SUGGESTIONS**

We appreciate your comments and feedback about the Website. Please note that by providing comments, ideas or suggestions to us, you grant to us and our affiliates a non-exclusive, transferable, irrevocable, worldwide, royalty-free, perpetual license and right to use, modify, reproduce, disclose, publish and distribute such submissions for any purpose, without restriction, without compensating you in any way and without right of attribution. If you do not wish to grant us such rights, we ask that you not send us or post comments or other submissions, particularly any information you consider to be confidential or original creative material, such as photographs or original artwork.

## **RESPONSIBILITY**

Please act responsibly when using this Website. You may only use this Website and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through this Website. You may not collect or store personal information regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third-party claims that material you have contributed to the Website is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by Shaw) or privately transmitted on or through this Website are the sole responsibility of the sender, not Shaw, and that you are responsible for all material you upload, post or otherwise transmit to or through this Website.

## LIABILITY; DISCLAIMERS

The Website is made available "AS IS." Neither Shaw, any affiliated company nor any of their respective employees or agents makes any representations or warranties of any kind, express or implied, as to the operation of the Website or the Content or other information and materials included on the Website.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, SHAW, AFFILIATED COMPANIES AND THEIR RESPECTIVE EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTY THAT THE SITE WILL OPERATE UNINTERRUPTED OR ERROR FREE.

UNDER NO CIRCUMSTANCES WILL SHAW, ANY AFFILIATED COMPANY OR ANY OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY INDIRECT LOSSES OR DAMAGES IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE WEBSITE OR ANY CONTENT INCLUDED ON THE WEBSITE OR FOR ANY CLAIM ARISING IN CONNECTION WITH A PURCHASE OF A PRODUCT OR SERVICE THROUGH THE WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORIES, AND WHETHER SUCH DAMAGES ARE CHARACTERIZED AS GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **INVESTIGATIONS**

Shaw reserves the right to investigate suspected violations of these Terms and Conditions of Use. By using the Website and by accepting these Terms and Conditions of Use, you waive and hold harmless Shaw from any claims resulting from any action taken by Shaw during or as a result of its investigations or from any actions taken as a consequence of investigations by either Shaw or law enforcement authorities.

# **MODIFICATION; WAIVER**

The Website and the products, services and programs described in the Website may be changed, eliminated or updated without prior notice. We may also make changes to these Terms and Conditions of Use and any Website-related policies, rules or guidelines at any time. Revised terms will be effective when posted to the Website unless otherwise provided by us in the revision. Your continued use of the Website after new Terms and Conditions of Use or any revised policies, rules or guidelines are posted constitutes your agreement to abide by the revised terms.

## **WARRANTIES**

All products purchased through the Website and provided by third-party manufacturers, distributors or suppliers are limited to those warranties provided by such third-parties of such products. We have no responsibility for such warranties, if any.

DISCLAIMER: OTHER THAN EXPRESS WARRANTIES, IF ANY, RELATING TO A PRODUCT OR SERVICE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SHAW, AFFILIATED COMPANIES AND THEIR EMPLOYEES DISCLAIM ALL PRODUCT AND SERVICE RELATED WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, THEY DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY SERVICE OR PRODUCT DESCRIPTION OR OTHER INFORMATION PROVIDED ON THE WEBSITE. FURTHER THEY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECTS, PRODUCT MISUSE OR ABUSE, IMPROPER PRODUCT SELECTION OR NON-COMPLIANCE OF ANY PRODUCT WITH APPLICABLE LAWS OR REGULATIONS. THIS DISCLAIMER SHALL BE LIMITED TO THE EXTENT (IF ANY) THAT IT IS PROHIBITED BY APPLICABLE LAW.

## **GOVERNING LAW**

This Website is created and maintained in the State of Florida, USA. As such, the laws of the State of Florida govern these Terms and Conditions of Use without giving effect to any principles of conflicts of laws that would allow for the law of any other jurisdiction to be applied. In the event of any dispute relating to the Website, you consent to the personal jurisdiction of courts (state and federal) sitting in the State of Florida, acknowledge that venue is only proper in the state courts in Lee County, Florida, or the federal court sitting in Lee County, Florida, and waive any objection you may have in the future with respect to any of the foregoing. Any claim or action that any party may have arising from or related to use of the Website must be filed within one (1) year after the claim or cause of action arises. Any claim or action not filed within such time will be forever barred.

Use of the Website is not authorized in any jurisdiction that does not give full effect to all provisions of these Terms and Conditions of Use or the Privacy Policy, including, but not limited to, disclaimers and limitations of liability. In the event any provision of these Terms and Conditions of Use or the Privacy Policy is determined to be invalid or unenforceable in any jurisdiction, the remaining terms shall continue in full force and effect in that jurisdiction, and a determination of invalidity or unenforceability in one jurisdiction shall not affect the Terms and Conditions of Use or the Privacy Policy in any other jurisdiction.

If any provision of these Terms and Conditions of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions of Use remain in full force and effect.

## **DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)**

Shaw is committed to complying with U.S. copyright and related laws and requires all users of the Website to comply. If an owner of a copyrighted work believes that its rights have been infringed, the owner may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (DMCA) to report alleged infringements. Shaw designates the following individual as its agent for receipt of notifications of claimed copyright infringement: Steve Ovren, Shaw Development, LLC, 25190 Bernwood Drive, Bonita Springs, Florida 34135, 239-405-6100, sovren@shawdev.com.

# **ENTIRE AGREEMENT**

These Terms and Conditions of Use and the Privacy Policy constitute the entire agreement between us and you with respect to the Website. No prior or current agreements or communications between the parties will have any effect as part of this agreement or as a separate continuing agreement.

## **CONTACTING US**

You may contact us at the following email address teamsupport@shawdev.com or at the below:

Shaw Development LLC 25190 Bernwood Drive Bonita Springs, Florida 34135 Phone: 239.405.6100

Effective February 20, 2018