AGREEMENT BETWEEN USER AND KEYSTONE RETAINING WALL SYSTEMS LLC

Keystone Retaining Wall Systems LLC, a subsidiary of Contech Engineered Solutions LLC, ("Keystone") offers to you the right to use the Keystone website ("Website"), and the information, functionality, and software available via the Website, expressly conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Website, registration on the Website, or download of any software via the Website constitutes your agreement to all terms, conditions, and notices contained herein.

MODIFICATION OF THESE TERMS OF USE

Keystone reserves the right to change the terms, conditions, and notices under which the Website, and the information, functionality, and software available via the Website, is offered, including, but not limited to, any associated charges.

LINKS TO THIRD PARTY SITES

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Keystone and Keystone is not responsible for the contents of any Linked Site, or any changes or updates to a Linked Site. Keystone is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Keystone of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Website, you warrant to Keystone that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner which could damage, disable, over-burden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

USE OF COMMUNICATION SERVICES

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

At all times, Keystone has the right, but not any obligation, to review, monitor, edit, refuse to post or to remove any information or materials, in whole or in part, in Keystone's sole discretion. Keystone reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. Further, Keystone reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.
Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Keystone does not control or endorse the content, messages or information found in any Communication Service and, therefore, Keystone specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Keystone spokespersons, and their views do not necessarily reflect those of Keystone.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO KEYSTONE OR POSTED AT ANY KEYSTONE WEB SITE

By posting, uploading, inputting, providing or submitting information to Keystone via the Website, you grant Keystone and its affiliates permission to use the information in connection with the operation of their businesses, including, without limitation, the right to copy, distribute, transmit, publish, publicly display, publicly perform, reproduce, edit, make derivatives, translate and/or reformat such information. You warrant and represent that you own or otherwise control all of the legal rights necessary to grant Keystone permission to use such information as provided above. No compensation will be paid with respect to the use of such information. Keystone is under no obligation to post or use the information you may provide and may remove any such information at any time in Keystone’s sole discretion.

OWNERSHIP, USE AND CONFIDENTIALITY

Keystone and its suppliers retain all right, title, and interest in and to and ownership of all intellectual property rights in the Website and all information, functionality, and software available via the Website and/or generated through the use of the Website.

You acknowledge and agree that you shall not: (1) use the Website to evaluate the products of any competitor of Keystone; (2) copy any information, functionality or software from the Website; (3) distribute, transfer, lease, sell or make available to any third party any information, functionality or software on any password-protected web pages on the Website in any manner, including on an application service provider or service bureau basis or time-sharing environment; and/or (4) alter, reverse engineer, decompile or disassemble the Website or any information, functionality or software available via the Website.

You acknowledge that the Website contains certain information which is confidential and proprietary to Keystone (“Confidential Information”). You agree not to disclose any Confidential Information to any third party or to use any Confidential Information for any purpose other than the purposes set forth above. You agree to exercise the same degree of care and protection (but no less than a reasonable degree of care and protection) with respect to any Confidential Information as you exercise with respect to your own confidential information.

WARRANTY AND LIABILITY DISCLAIMER

THE INFORMATION, FUNCTIONALITY, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED ON OR AVAILABLE VIA THE KEYSTONE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. KEYSTONE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE KEYSTONE WEBSITE AT ANY TIME.

the interpretation, verification and application of any information provided by KEYSTONE is your responsibility. YOU HAVE FULL RESPONSIBILITY FOR THE ADEQUACY OF THE INFORMATION ON OR AVAILABLE THROUGH THE KEYSTONE WEBSITE. THE INFORMATION PROVIDED ON THE KEYSTONE WEBSITE DOES NOT CONSTITUTE ENGINEERING OR OTHER PROFESSIONAL ADVICE. THE KEYSTONE WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, ENGINEERING, MEDICAL, LEGAL, FINANCIAL, OR PROFESSIONAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

KEYSTONE AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, COMPLETENESS, OR ACCURACY OF THE INFORMATION, FUNCTIONALITY, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE KEYSTONE WEBSITE FOR ANY PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ON THE KEYSTONE WEBSITE ARE PROVIDED “AS IS,” WITHOUT WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR LAW. KEYSTONE AND/OR ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS AND DUTIES OF CARE WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KEYSTONE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE KEYSTONE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE KEYSTONE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, FUNCTIONALITY, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED VIA THE KEYSTONE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE KEYSTONE WEBSITE, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF KEYSTONE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE KEYSTONE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE KEYSTONE WEBSITE.

TERMINATION/ACCESS RESTRICTION

Keystone reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

NOTICES AND SERVICE CONTACT: keystone@keystonewalls.com. You may provide notice by registered mail to Keystone Retaining Wall Systems LLC, Attn: Marketing Director, 4444 West 78th Street, Minneapolis, MN  55435.

GENERAL

The Website and information, functionality and software available via the Website, is for informational purposes only. The input of information and the interpretation, verification and application of any information provided by Keystone is your responsibility and should be performed by an appropriately qualified individual.

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Ohio, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Hamilton County, Ohio, U.S.A. in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Keystone as a result of this agreement or use of the Website. You acknowledge and agree that the breach by you of any of the provisions of this agreement would cause serious and irreparable harm to Keystone which could not adequately be compensated for in damages and in the event of such breach by you, you hereby consent to an injunction being issued against you restraining you from any further breach of such provision, but such action shall not be construed so as to be in derogation of any other remedy which Keystone may have in the event of such a breach. Keystone's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Keystone's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Keystone with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Keystone with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Keystone with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent an d subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

COPYRIGHT AND TRADEMARK NOTICES:

All contents of the Website are: ©2015 Keystone Retaining Wall Systems LLC.

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to the Notice and Service Contact listed above. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE