Terms of Use

Effective Date: **January 1, 2020**

Thank you for visiting or using this app or site (collectively, "Site") operated by One World Technologies, Inc. ("us", "we", "our" or "Company"). By accessing or using this Site, you (the "User") indicate that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use"). If you do not agree to abide by these Terms of Use, do not use or access (or continue to use or access) the Site.

THESE TERMS ARE NOT INTENDED TO AND DO NOT PROVIDE ANY WARRANTY OR OTHER PROMISES RELATED TO ANY PRODUCTS THAT MAY BE IDENTIFIED OR DISCUSSED ON THIS SITE. ANY AND ALL PRODUCT WARRANTIES, IF ANY, SHALL BE PROVIDED WITH OR AS A PART OF ANY SUCH PRODUCT.

ALL PRODUCTS SHOULD ONLY BE USED AS SPECIFIED IN THE MATERIALS FURNISHED WITH THE PRODUCTS AND SHOULD NOT BE USED IN ANY MANNER OTHER THAN SPECIFIED IN SUCH MATERIALS.

THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. PLEASE READ THEM CAREFULLY, SINCE THEY AFFECT YOUR LEGAL RIGHTS. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW, AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

In addition to these Terms of Use, we have developed a Privacy Policy to explain how user information is collected and used by us. A copy of the Privacy Policy can be found by clicking here https://www.ryobitools.com/power-tools/content/privacy and it is incorporated by reference into these Terms of Use. Your use or access of the Site indicates your acknowledgement and agreement with the Privacy Policy.

Accessibility

If you are having any trouble accessing these Terms of Use or the Site, please contact us at **1-877-708-3856.** Please note our CUSTOMER SERVICE HOURS are as follows: **MONDAY – FRIDAY 9AM – 6PM (EST).**

Authorized use of the Site

The Site is provided for your personal and non-commercial use and for informational purposes only. Any other use of the Site requires the prior written consent of Company. By using the Site, you represent and warrant that you are (i) located inside the U.S., or (ii) are located outside the EU or EEA and agree to be bound by U.S. laws. The Site is intended for users situated in the United States. We have sister Sites for users located outside the U.S. for a list of our foreign sites, please *see* https://www.ttigroup.com/our-business/brands/ryobi/ and scroll down to "Select a Website" and press the toggle down button for a full listing of the RYOBI foreign sites and links thereto.

Registration

- Some features of the Site may only be accessible by registering as a user of the Site. Upon registering with the Site, you represent and warrant to us that:
    - you are over the age of eighteen and have the power and authority to enter into and perform your obligations under these Terms of Use;
    - all information provided by you to us is truthful, accurate and complete; and
    - you shall comply with all terms and conditions of these Terms of Use.
- As part of the registration process, you will be issued a user name and password.
    - Protect your user name and password from disclosure to others.
    - You are solely responsible for any and all acts and omissions that occur under your user name or password.
- You may terminate your registration and access to the Site by notifying us at the address below of your desire to terminate.
- We reserve the right to terminate your registration and account at any time without notice and without any liability to you.
- Termination of your registration does not terminate your obligations to us under these Terms of Use.

Proprietary Rights – Who Owns What? What Can You Do? What's Prohibited?

- Unless otherwise provided, all content on the Site and the Site itself are licensed, owned, or controlled by the Company.
    - Some materials on the Site p belong to third parties who have authorized Company to display the materials, such as certain third party licensors.
    - Any product, process or technology described in these materials may be the subject of other intellectual property rights (including patent rights) reserved by us and are not licensed to you for any purpose hereunder.

    - Unless expressly provided for in these Terms of Use, reproduction of any of our materials for purposes of redistribution or for other than personal use is expressly prohibited.
    - Except as expressly set forth in these Terms of Use, no license is granted to you and no rights are conveyed by virtue of accessing or using the Site.
    - All rights not granted under these Terms of Use are reserved by Company.
- We authorize you to view and use our materials at this Site for your personal use only; provided that you agree to retain on any copies all copyright and other proprietary notices associated with any original materials that you download or use from this Site.
- You may not modify the materials on the Site in any way or reproduce or publicly display, perform, or distribute, or otherwise use them for any public or external business purpose, except as set forth above.

Trademarks

Registered and common law trademarks and service marks of the Company or any of our licensors may not be copied or used in any manner without written authorization from us.

What are Your Obligations and Our Rights Regarding User Communications on and with the Site?

- You are solely responsible for the photos, profiles (including your name, image, and likeness), messages, notes, text, information, project plans and other content that you submit, upload, publish or display on or through the Site, or transmit to or share with us or other users (collectively the "User Content").
- You may not
    - post, transmit, or share User Content on the Site that you did not create or that you do not have permission to post.
    - post or transmit to or from this Site any material that is defamatory, knowingly false, threatening, obscene, profane, or that would otherwise could give rise to civil or criminal liability.
- You understand and agree that we may, but are not obligated to, review the Site and may delete or remove (without notice) any Site content or User Content in our sole discretion, for any reason or no reason, including User Content that, in our sole judgment, violates these Terms of Use.
- We are not responsible for the accuracy, content, or reliability of any User Content.
- You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to us.
- By posting, submitting or otherwise providing User Content to or through any part of the Site, you automatically grant, and you represent and warrant that you have the right to

grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, practice, translate, excerpt and distribute such User Content for any purpose.

- Such purposes may include use in the development, manufacturing, and marketing of products and processes, advertising, preparing derivative works, and incorporating into other works.
- You may remove your User Content from the Site at any time.
- However, you acknowledge that the Company may retain archived copies of your User Content.
- We do not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms of Use, you retain ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.
- Do not send confidential or proprietary information to us through the Site. Any content you transmit, post or otherwise submit electronically to or through this Site will be deemed non-confidential, except as may be set forth in the Privacy Policy <link>. For the policies related to the collection and use of transactional and personally identifiable information, please see our Privacy Policy referred to herein.

Prohibitions

You agree not to:

(a) use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Site or any of its content for any purpose or frame the Site;

(b) collect or harvest any personally identifiable information from the Site, including, without limitation, user names and e-mail addresses;

(c) attempt to or interfere with the proper working of the Site or impair, overburden, or disable the same;

(d) decompile, reverse engineer, disassemble, modify or attempt to discover any Site source or object code or any software or other products, services or processes accessible through any portion of the Site; or

(e) use network-monitoring software to determine architecture of or extract usage data from the Site.

(f) "frame" the Site or any portion thereof or otherwise cause the Site or its contents to appear to be provided by anyone except us;

(g) introduce into the Site any virus or other code or routine intended to disrupt or damage the Site, or alter, damage or delete any materials, or retrieve or record information about the Site or its users;

(h) merge the Site or materials with another program or create derivative works based on the Site or materials;

(i) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Site or materials;

(j) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the materials or access to the Site to others;

(k) use, or allow the use of, the Site or the materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; or

(l) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Site.

The limitation in (a) shall not apply to public search engine operators using automatic devices to copy content from the Site for the sole purpose of creating a searchable index of the Site that is available to the public. We reserve the right to revoke this permission at any time.

Linking to Our Site

We allow you to link to the home page of our Site or from any site you own or control that is not competitive with our Site and does not criticize or otherwise injure us, so long as the linking site complies with all applicable laws and does not conflict with our business objectives, as determined by us in our sole discretion. Allowing you to link to our Site does not constitute an endorsement of your site or any goods or services you may offer. We reserve the right to prohibit linking to our Site for any reason, in our sole discretion.

Links to Other Sites

This Site may contain links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through this Site or any Third Party Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. With respect to those sites and content, we assume no liability, and do not endorse or make any representations about any information, products, or services associated with those sites or content, or any results that may be obtained from using such sites or content. Your access and use of such Third Party sites and Content, and use of any information obtained as a result of that access, is at your sole risk.

Exclusions And Limitations; Consumer Protection Notice.

If you are a consumer, the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your State of residence. If you are a New Jersey consumer, the terms of "Links to Other Sites" section above do not limit or waive your rights as a consumer under New Jersey law and the provisions in this Agreement are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. In any event, the Company reserves all rights, defenses and permissible limitations under the law of your State of residence.

Copyright Complaints

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate or block the rights of any user to use the Site (or any part thereof) who infringes the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information: (a) a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) your name, mailing address, telephone number and email address; (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices with respect to this website should be sent to our designated agent for notice of claims of copyright infringement:

One World Technologies, Inc.
Attention: LEGAL DEPARTMENT
Re: Notice of Claims of Copyright Infringement
100 Innovation Way
Anderson, South Carolina 29621

Mobile

Some features of the Site may be available through your mobile device. If you elect to use mobile services from our Site, you are responsible for all data charges and fees that may be assessed by your carrier and for insuring the compatibility of the mobile service with your mobile device.

Disclaimer

To the fullest extent permitted by applicable law, we assume no liability or responsibility for any errors or omissions in the content of the Site; any failures, delays, or interruptions in the delivery of any content contained on the site; any losses or damages arising from the use of the content provided on the Site; or any conduct by users of the Site. Furthermore, we are not responsible or liable in any manner for any Third Party Content, or Third Party Sites posted on the Site, whether posted or caused by users of the Site, by third parties, or by any of the equipment or programming associated with or utilized in the Site, or your use or reliance on any Third Party Content or Third Party Sites. We do not control and are not responsible for any inaccurate, offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site in connection with any Third Party Content or Third Party Site.

OUR SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

We may make changes to the Site and the information contained within it or any Site-related service at any time without notice. Some information and Site-related services may be out of date or contain inaccuracies or errors. We make no guarantees whatsoever as to the correctness or accuracy of the Site or the information presented on or through the Site and makes no commitment to update or correct the information obtained through or presented on this Site.

Limitation of Liability

WE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN OR ACCESSED THROUGH THE SITE, EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED IS TO STOP USING THE SITE, AND/OR THOSE SERVICES.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "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."

Indemnity

You agree to indemnify and hold One World Technologies, Inc., its licensors, subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney’s fees, arising out of or in connection with your use of the Site, your conduct in connection with the Site, or any violation of these Terms of Use or of any law or the rights of any third party.

Controlling Law; Dispute Resolution/Arbitration and Opt-Out; Class Action Waiver

These Terms of Use are governed by the laws of the State of South Carolina without reference to conflicts of laws. We control and operate the Site from Anderson, South Carolina, United States of America and make no representation that these materials are appropriate or available for use in other locations. If you use the Site from other locations, you are responsible for compliance with applicable local laws.

While we will make reasonable efforts to resolve any disagreements you may have with Company, if these efforts fail you agree that all claims, disputes or controversies against Company arising out of these Terms and Conditions, or the purchase of any products or services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third- party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing an arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing an arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Company agree in writing, and the arbitrator shall apply New York law consistent with the Federal Arbitration Act. You may obtain copies of the current rules, and forms and instructions for initiating an arbitration by contacting the American Arbitration Association at using the contact information noted below.

American Arbitration Association
Website: www.adr.org

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms and Conditions, in which case these Terms and Conditions will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM ARISES. AS NOTED ABOVE, YOU AND COMPANY HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL.

YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration.

Members may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice ("Notice") to the Company. The Notice must be postmarked no later than thirty (30) days after the date you accept this Agreement for the first time. The Notice must be mailed to One World Technologies, Inc., 100 Innovation Way, Anderson, South Carolina 29621, the attention of Legal Department. This procedure is the only mechanism by which you can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of this Agreement, or any previous or future arbitration agreements that you have entered into with the Company.

Severability

If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

Waiver; Remedies

The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms of Use by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of Company under these Terms of Use and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

Revisions to the Terms of Use

We may update these Terms of Use by posting such revisions to this page from time to time. You should review this page and the Terms of Use frequently. These Terms of Use may be superseded

or extended by express terms in designated additional terms of use notices located on certain pages of the Site.

Entire Agreement; Severability. You acknowledge that you have read and understood this Agreement and that you agree to be bound by its terms and conditions. You further agree that this Agreement, together with the Privacy Policy https://www.ryobitools.com/power-tools/content/privacy, which is hereby incorporated into this Agreement by reference, constitute the complete and exclusive statement of the Agreement between you and the Company and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of this Agreement. If any provision of this Agreement is found unenforceable, it shall not affect the validity of this Agreement, which shall remain valid and enforceable according to its terms.

Contact Us

For further information, or inquiries about this Agreement, please contact:

One World Technologies, Inc.
Attention: LEGAL DEPARTMENT
Re: Terms of Use
100 Innovation Way
Anderson, South Carolina 29621