

## Terms of Use

Last updated: June 4, 2026

These Terms of Use (including its exhibits and other documents referenced herein, these “**Terms**”) are a legal agreement governing your access to and use of this site (the “**Site**”) and your access to, use of, purchase of, and receipt of the information, content, reports (including all associated files, renderings, drawings, and other items supplied in connection with reports and the data, images, and other content contained in such reports), estimates, and other materials, services, tools, and features that are now or become accessible on the Site (collectively, the “**Materials**”). The parties to these Terms are you and GAF Materials LLC, GAF Canada ULC, GAF Energy LLC, and its and their direct and indirect subsidiaries (collectively, “**GAF**,” “**we**,” “**our**,” or “**us**”). As used in these Terms, “**Account**” means your account on the Site, the login credentials for which allow Users login to access such account; and “**User**” means each individual with access to your Account.

An individual who accesses and uses the Site, including any individual who accesses, uses, purchases, or receives Materials, on behalf of an entity or in such individual’s capacity as part of an entity, or who otherwise accepts these Terms on behalf of an entity, represents and warrants that such individual has authority to bind that entity to these Terms, and by agreeing to these Terms, such individual does so on behalf of that entity (and all references to “you” and “your” in these Terms refer to that entity). Where no such entity is involved, references to “you” and “your” refer to the individual who accesses or uses the Site, including any individual accessing, using, purchasing, or receiving Materials, or who otherwise agrees to these Terms.

Your access to and use of the Site, including your access to, use of, purchase of, and receipt of Materials, are subject to these Terms and the [GAF Privacy Policy](#) and the [GAF Energy Privacy Policy](#) (collectively, the “**Privacy Policies**”). It is important that you carefully read and understand these Terms and the Privacy Policies. By clicking the “AGREE” button, or using any other acceptance mechanism to agree to these Terms, or by accessing or using the Site, including accessing, using, purchasing, or receiving Materials, effective immediately you are bound by and agree to comply with these Terms and you consent to GAF’s handling of information, including Data (as defined below), as described in the Privacy Policies. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS AND CONSENT TO GAF’S HANDLING OF INFORMATION AS DESCRIBED IN THE PRIVACY POLICIES, YOU ARE NOT AUTHORIZED TO CLICK THE “AGREE” BUTTON, OR OTHER ACCEPTANCE MECHANISM, OR TO ACCESS OR USE THE SITE, INCLUDING ACCESSING, USING, PURCHASING, OR RECEIVING MATERIALS.

From time to time, GAF may update these Terms by posting the updated version of them on the Site and updating the “Last updated” date at the top of the page. Unless you reject the update by emailing GAF at [ccp@gaf.com](mailto:ccp@gaf.com) with a notice of termination of the relevant updated document prior to any of the following, you will be deemed to accept the changes and they will take effect at the earlier of: (a) 12:00 p.m. Eastern time on the 15<sup>th</sup> day after GAF posts them or notifies you of such changes, such as via email; (b) your first ever use of a new or changed feature of the Site or any Materials that is subject to an updated portion of the relevant document; or (c) your acceptance of the updated document via a click-through process or some other acceptance mechanism that GAF specifies. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. If you reject an update to the Terms, we may suspend, disable, or terminate your access to the Site or Materials, and we may terminate these Terms, in full or in part.

**Notice Regarding Dispute Resolution: These Terms contain provisions that govern Claims (as defined below) you and GAF have against each other and how they will be resolved (see Sections 10 (Disclaimers), 11 (Release and Indemnification), 12 (Limitation of Liability), 15.4 (Prior Communications), 21 (Disputes Between the Parties), 22 (Informal Dispute Resolution), 23 (Binding**

**Arbitration), and 24 (Choice of Law; Venue, Jurisdiction & Service; Changes; Class Action Waiver) below).**

## **1. ELIGIBILITY; GUESTS; AND ACCOUNT**

**1.1 Eligibility.** Users may only access and use the Site and Materials if they meet the requirements set forth in this Section 1.1, and we have not informed you that you are prohibited from using the Site or Materials. You hereby affirm that each individual accessing or using the Site and Materials has reached the age of majority in their jurisdiction of residence and that you will not grant access to the Site or Materials to any individual under the age of majority in their jurisdiction of residence, as they are not intended for individuals who have not reached such age. You further affirm that you, and any individuals who act on your behalf, are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and to abide by and comply with them. If the affirmations, representations, and warranties in this Section 1.1 are not true, then you and they may not access or use the Site or Materials. We may reject any order in our sole discretion.

**1.2 Guests.** We may allow you to purchase some Materials or use certain limited functionality of the Site as a guest (i.e., without the use of an Account). You may also be allowed to create an Account in connection with your access to and use of the Site, and in some cases, use of an Account may be required. However, some special pricing or promotional offers may apply only to purchases made through qualifying Accounts, and we have no obligation to retroactively extend such benefits to a purchase made as a guest.

### **1.3 Account.**

**1.3.1 Responsibility.** It is entirely your responsibility to maintain the confidentiality of all login credentials, including usernames and passwords, for your Account as well as the accounts of all Users. You are entirely responsible for any and all activities that occur under your Account, including the activities of Users on the Site and with respect to the Materials. Your Users' acts and omissions will be deemed yours, and you will ensure that they take no action that causes you to breach any provision of these Terms. You shall notify GAF immediately of any unauthorized access to or use of your Account. GAF is not liable for any loss that you may incur as a result of someone else using your Account, either with or without your or any other User's knowledge. GAF can terminate your Account and the access of any User, or place such account or access on hold, or suspend service, for maintenance or if GAF feels doing so is appropriate in order to protect you, GAF, or GAF's partners, customers, or others from identity theft or other fraudulent or harmful activity, but GAF is not obligated to do so. You shall not allow any User's credentials to be used by more than one individual. You acknowledge and agree that GAF and our designees may from time to time access your Account as you or any other User as an administrator, and access any content, for any lawful purpose.

**1.3.2 Access to Your Account.** You may grant an individual access to your Account by linking your Account to other accounts on the Site using (a) the functionality available on the Site to link accounts; or (b) by sending an email to [services.support@gaf.com](mailto:services.support@gaf.com) requesting that we link another account on the Site to your Account. Once your Account is linked to another account (each such linked account, a "Child Account"), you acknowledge, understand, and agree that all individuals with access to a Child Account will have access to your Account and will be considered a User of your Account with the authority to take any actions within your Account that you can take, including purchasing Materials using funds in your Account or GAF Rewards Points. Each user of a Child Account will continue to have access to your Account until you unlink such Child Account from your Account using (i) the functionality available on the Site to unlink accounts; or (ii) you send an email to us at [services.support@gaf.com](mailto:services.support@gaf.com) directing us to unlink a Child Account from your Account, and we implement that request. You represent and warrant that the

individual who sends an email to us in connection with this Section 1.3.2 is authorized by you to link your Account to the requested account and/or to unlink a Child Account from your Account, and you acknowledge and agree that we may rely on any such instructions provided in each such email to us.

1.4 **Promotions.** Some special pricing, promotional offers, payment methods (including paying with GAF Rewards Points, if applicable), and other benefits may apply only to purchases you make through your Account, and we have no obligation to retroactively extend such benefits to a purchase you make outside of your Account.

1.5 **Accuracy of Information.** It is your sole responsibility to maintain the currency, completeness, and accuracy of the information you provide to us relating to your Account, the Site, and the Materials and any loss caused by your failure to do so is your sole liability.

1.6 **No Minimum Commitments.** GAF makes no guarantee that you will receive any specific results in connection with your access to or use of the Site or your access to, use of, purchase of, or receipt of any Materials.

1.7 **Personnel.** You shall be fully responsible and liable for all acts and omissions of your employees, contractors, agents, and other representatives (“**your Personnel**”), including in connection with their use of the Site, Materials, and Third Party Products (as defined below), as fully as if they were your acts and omissions.

## 2. **GAF PROPERTY**

2.1 **Ownership of GAF Property.** As between you and GAF, GAF has and shall have all right, title, and interest in and to the GAF Property, and except for the limited rights expressly granted in Section 2.2, nothing contained in these Terms shall be construed to convey to you any right, title, or interest in or to any of the GAF Property. All rights related to the GAF Property that are not expressly granted to you under these Terms are reserved by GAF. “**GAF Property**” means, collectively, the (a) Site; (b) Materials; (c) Data; (d) all output that is generated as a result of or in connection with your or your Personnel’s use of the Site; and (e) all data, content, information, and other materials derived from (a), (b), (c); and/or (d). **GAF PROPERTY DOES NOT INCLUDE THIRD PARTY PRODUCTS.**

2.2 **License.** Subject to the terms and conditions of these Terms, (a) GAF grants you a limited, revocable, non-exclusive, non-transferable license, without the right to sublicense, during the term of these Terms (and, unless you have breached any provision of these Terms, thereafter with respect to Materials only), to access and use the Site and Materials solely for the purpose of, and only to the extent necessary for, your lawful internal business use; and (b) you may grant access to the Site and Materials to your Personnel solely for use on your behalf. You shall not transfer or disclose the Site or Materials to third parties (except your service providers whom you have contractually obligated to use the Site and Materials solely for your internal purposes in compliance with all of the restrictions and obligations applicable to you under these Terms), and the limited rights granted to you under this Section 2.2 with respect to the Site and Materials may not be sold, resold, assigned, leased, rented, sublicensed, or otherwise transferred, or made available for use by third parties, in whole or in part, by you without GAF’s prior written consent in each instance. All rights related to the GAF Property that are not expressly granted to you under this Section 2.2 are reserved by GAF. GAF has no responsibility whatsoever to furnish any maintenance and support services with respect to the Site. **The license set forth in this Section 2.2 does not apply to Materials that are Third Party Products. The license applicable to Materials that are Third Party Products is set forth in Section 3.3.**

2.3 **Certain Data About Residents of States with State Data Protection Laws.** If particular Data is about an individual (other than your Personnel or ours) residing in a state with a State Data Protection Law (as defined below) that has taken effect, and we store a copy of such Data on your behalf,

then each of the following provisions applies to the Data only if and to the extent necessary for GAF not to be considered the “business” with respect to that copy of the information about Californian residents under the California Consumer Privacy Act and accompanying regulations (“CCPA”) or a “controller” with respect to that copy of the information about other individuals under the applicable State Data Protection Laws:

(a) GAF will use, disclose, and retain such information only to (i) provide you the Site and the Materials; and (ii) engage in the limited other uses and disclosures of information that the applicable State Data Protection Laws permit “service providers” or “contractors” (each as defined in the CCPA, for information about California residents and households) or “processors” (as defined in the other applicable State Data Protection Laws, for applicable residents of such states) to undertake;

(b) GAF shall not “sell” (as such term is defined in the applicable State Data Protection Laws) such information;

(c) GAF shall not “share” (as such term is defined in the CCPA) such information;

(d) GAF shall not retain, use, or disclose such information outside of the direct business relationship between GAF and you;

(e) GAF shall provide the level of confidentiality for the information that the applicable State Data Protection Law requires controllers to contractually require of processors;

(f) GAF shall comply with any applicable restrictions under the CCPA on combining such information about Californians with other personal information about them;

(g) GAF shall comply with, and provide the same level of protection for the information about Californians as you are required to provide under the CCPA;

(h) GAF shall notify you within five (5) business days after determining that GAF cannot comply with the CCPA with respect to the information;

(i) you have the right to take reasonable and appropriate steps to ensure that GAF processes the information about Californians in a manner consistent with the CCPA and to stop and remediate unauthorized use of such information, and GAF will provide reasonable cooperation with such efforts;

(j) GAF will make details reasonably available to you to demonstrate GAF’s compliance with these obligations;

(k) GAF will engage subcontractors that use the information only after (i) giving you an opportunity to object (which, when your objection is reasonable, you may do by terminating these Terms); and (ii) imposing contract provisions on the subcontractors that comply with the relevant State Data Protection Laws;

(l) GAF will provide reasonable security for the information; and

(m) GAF will return or delete the information after termination of these Terms in the manner required of processors.

**2.4 Third Party Information.** If GAF is required by any third party rights holder to remove from the Site any information or other material obtained by GAF from publicly available sources or our third party content providers, or if GAF believes that such information or other material provided to you may breach applicable law or third-party rights, GAF may discontinue your access to such information or other material through the Site and/or may notify you that you must discontinue all use of such information or other material, and to the extent not prohibited by law, you will do so and promptly remove such information or other material from your systems. If requested by GAF, you shall confirm your compliance with the terms of this Section in writing and GAF shall be authorized to provide a copy of such

confirmation to any such third party claimant or governmental authority, as applicable.

2.5 **Updates.** GAF may, from time to time, provide or make available certain improvements, updates, upgrades, bug fixes, patches, or other modifications to the Site (“**Updates**”). GAF may develop and provide Updates in our sole discretion and you agree that GAF has no obligation to develop any Updates. Updates may be automatically installed without providing you any additional notice or receiving any additional consent. You agree to the automatic installation of all Updates. The Site (including any Updates) may: (a) cause your device to automatically communicate with our servers to deliver the functionality described in these Terms or through new features as they are introduced, and to record usage metrics; (b) affect preferences or data stored on your device; and (c) collect Personal Information as set out in our Privacy Policies. You can withdraw consent at any time under certain conditions by contacting us at [compliance@gaf.com](mailto:compliance@gaf.com). Once provided to you by GAF, all Updates will be deemed to be included within the meaning of the Site.

2.6 **Modifications and Discontinuations.** GAF reserves the right, at any time, to modify or discontinue any or all of the GAF Property, with or without notice. You agree that GAF will not be liable to you or any third party for any such modification or discontinuation, except for payment of a refund as may be set forth in these Terms. GAF RESERVES THE RIGHT TO NOT PROVIDE THE GAF PROPERTY TO ANY CUSTOMER IN OUR SOLE DISCRETION.

### 3. THIRD PARTY PRODUCTS

3.1 **Third Party Products.** Certain of the Materials, and portions thereof, are provided by third parties and not the GAF Parties (as defined below) (such Materials, the “**Third Party Products**,” and the providers of such Third Party Products, the “**Third Party Providers**”). As of the “Last updated” date above, the following Materials are Third Party Products: (a) GAF QuickMeasure™ roof reports and the reports, files, drawings, and all other materials provided when you order a GAF QuickMeasure roof report; (b) GAF TakeOff™ roof reports and the reports, files, drawings, and all other materials provided when you order a GAF Takeoff roof report; (c) the GAF ScopeConnect<sup>SM</sup> service and the estimates and all other materials provided when you order a GAF ScopeConnect scope of work; (d) the weather history and the building codes/design criteria add on to any Materials; and (e) GAF QuickCart. Third Party Products include other Materials designated as such by GAF, whether on the Site, at the time of purchase or otherwise. As between you and the Third Party Provider, the Third Party Provider has and shall have all right, title, and interest in and to the Third Party Products, and except for the limited rights expressly granted in Section 3.3, nothing contained in these Terms shall be construed to convey to you any right, title, or interest in or to any Third Party Products. All rights related to the Third Party Products that are not expressly granted to you under these Terms are reserved by the Third Party Provider and GAF. Third Party Products are not considered GAF Property.

3.2 **Third Party Product Terms.** Certain Third Party Products are also subject to, and governed by, terms and conditions from the Third Party Provider of such products as specified in the exhibits attached to these Terms, which exhibits are hereby incorporated by this reference into these Terms (each, “**Third Party Product Terms**”). Your acceptance of these Terms constitutes your acceptance of, and agreement to be bound by, such Third Party Product Terms. You should read and understand the Third Party Product Terms applicable to the Third Party Products before using them. You will ensure that your use of a Third Party Product complies with all applicable Third Party Product Terms and with all applicable laws, including applicable privacy, telemarketing, and anti-spam laws. To the extent that there is any conflict between Third Party Product Terms and another portion of these Terms, the Third Party Product Terms will control only in any matter relating to the applicable Third Party Products.

3.3 **License.** Subject to the terms and conditions of these Terms, GAF grants you a limited, non-exclusive, non-transferable right, without right of sublicense, to use the Third Party Products ordered

by your Users and you solely for your internal use in connection with your business, if the Third Party Product is ordered on behalf of your business, or for your personal use regarding your own residence or a residence you are contemplating purchasing, renting, or inhabiting personally, if the Third Party Product was not ordered on behalf of a business. Subject to the prohibition in Section 1.3.1 on sharing credentials, you may grant access to the Third Party Products you order to your employees, contractors, agents, and other representatives (“**your Personnel**”) solely for their support of your use of the Third Party Products that is permitted by these Terms. You shall cause your Personnel to comply with this Section 3.3 and all other parts of these Terms. You shall be solely responsible for the actions and omissions of your Personnel in connection with their access to, use, and receipt of the Third Party Products. Your limited license in the Third Party Products will terminate without notice if you fail to comply with these Terms.

**3.4 Additional Terms Related to GAF QuickCart<sup>SM</sup> Service Only.** GAF, through GAF QuickCart, will enable you to submit a materials request to certain approved distributors (each, a “**Request**”). You acknowledge and agree that GAF is providing GAF QuickCart as a convenience to you, and GAF makes no guarantee that you will receive any specific results in connection with GAF QuickCart. By using GAF QuickCart and submitting a Request, you authorize GAF to transmit your request, including the Personal Information in your Request, to your selected distributor. It is your responsibility to contact the distributor with any questions regarding such Request and to confirm the details of the transaction between the distributor and you with respect to such Request. You acknowledge and agree that (a) all of your transactions with a distributor, whether related to a Request or otherwise, are between the distributor and you; (b) the distributor will be the seller of record regarding any such transactions; (c) terms related to any order, payment, delivery, and returns with respect to any such transaction are subject to the distributor’s policies; and (d) GAF is not a party to any transactions between any distributor and you. **THE QUANTITIES IN YOUR REQUEST ARE APPROXIMATE QUANTITIES BASED ON ESTIMATED MEASUREMENTS AND ARE FOR GUIDANCE PURPOSES ONLY. YOU SHOULD CONFIRM QUANTITIES PRIOR TO ORDERING ANY MATERIALS.** In the event of any dispute between any distributor and you of any kind, you must address the dispute with the distributor directly. You, on your own behalf and on behalf of your Personnel, hereby release and discharge the GAF Parties from, and agree that your Personnel and you shall waive and not assert any Claim against any of the GAF Parties for, any damages arising directly or indirectly out of, related to, or in connection with (i) your transactions with any distributor, whether related to a Request or otherwise; and (ii) the operation of GAF QuickCart, including the transmission, non-transmission, or delay in transmission of any Request or any information contained therein, or any errors, inaccuracies, or omissions in connection therewith. The foregoing release shall be considered “**Specified Subjects**” for purposes of the Release described in Section 11.1. **The terms of this Section 3.4 only apply to GAF QuickCart.**

**3.5 Modifications and Discontinuations.** GAF reserves the right, at any time, to modify or discontinue any or all of the Third Party Products, with or without notice. You agree that GAF will not be liable to you or any third party for any such modification or discontinuation, except for payment of a refund as may be set forth in these Terms. **GAF RESERVES THE RIGHT TO NOT PROVIDE THE THIRD PARTY PRODUCTS TO ANY CUSTOMER IN OUR SOLE DISCRETION.**

#### **4. RESTRICTIONS**

**4.1 Use.** Any use of any GAF Property or Third Party Products not specifically authorized under these Terms is prohibited. You shall use the GAF Property and Third Party Products only in the form provided. You shall not (a) modify, alter, translate into any language, or otherwise change the GAF Property or Third Party Products in any way, including by removing any copyright notices from them; or (b) combine or create derivative works based on or derived from the GAF Property or Third Party Products in any way. Except as expressly permitted by these Terms with respect to your Personnel, the limited rights granted to you to the GAF Property and Third Party Products under these Terms may not be sold,

resold, assigned, leased, rented, sublicensed, or otherwise transferred, or made available for use by third parties, in whole or in part, by you without GAF's prior written consent in each instance, and any attempt to do so shall be void. You shall take all reasonable steps to protect the GAF Property and Third Party Products from unauthorized copying or use. Reports, whether GAF Property or Third Party Products, are specific to the property and the end user for whom it was ordered, and they may not be used for a different end user or re-used for the same property by a different end user.

**4.2 Proprietary Rights.** You acknowledge that the GAF Property and Third Party Products contain proprietary trade secrets and other United States, Canada, and international intellectual property rights, of GAF and the applicable Third Party Provider, respectively. You shall not (a) use the GAF Property or Third Party Products or use any data derived therefrom outside the scope expressly permitted in these Terms, in violation of law, or in connection with machine learning or artificial intelligence activities, including to (i) develop, train, test, fine-tune, validate, or operate any machine learning or artificial intelligence models (including model architectures or parameters); (ii) generate, collect, or use outputs from machine learning or artificial intelligence models; or (iii) develop, use, or operate any software or systems that prepare data for, support, or enable the training of, or generation of predictions or outputs from, any machine learning or artificial intelligence model; (b) cache, index, store, retain, or otherwise use the GAF Property or Third Party Products any portion thereof for the purpose of creating or contributing to any database, dataset, or repository for resale, distribution, sublicensing, delayed or repeated use, or any other internal or commercial purpose not expressly permitted under these Terms; (c) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of any of the GAF Property or Third Party Products by any means whatsoever; (d) manipulate or aggregate any requests or portion of the GAF Property or Third Party Products in a way that prevents GAF or the applicable Third Party Provider from accurately tracking usage; or (e) use the GAF Property or Third Party Products for the purposes of benchmarking or competitive analysis or for developing, using, or providing a competing software product or service. Nothing in this Section, however, shall preclude you from using the GAF Property or Third Party Products or any data derived therefrom with artificial intelligence or machine learning models or systems where the GAF Property or Third Party Products and any data derived therefrom are used solely for generating outputs for your internal business purposes as expressly permitted by these Terms. Inclusion of any Personal Information in the Third Party Products is incidental, and you shall not use or disclose such information for any purpose.

**4.3 RESALE PROHIBITED.** COMMERCIAL RESALE OF THE GAF PROPERTY AND THIRD PARTY PRODUCTS IS STRICTLY PROHIBITED.

## **5. DELIVERY AND ACCURACY OF MATERIALS**

### **5.1 Delivery.**

**5.1.1 NO REPRESENTATION OR WARRANTY.** GAF MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERY TIMEFRAME OF ANY MATERIALS, AND THE TIMEFRAMES SET FORTH IN SECTION 5.1 SHALL NOT BE CONSTRUED AS A WARRANTY OR GUARANTEE OF DELIVERY TIME.

**5.1.2 GAF QuickMeasure Reports and GAF TakeOff Reports Only.** Except where GAF has specified a longer timeframe prior to your submission of an order for a GAF QuickMeasure report or a GAF TakeOff report, GAF QuickMeasure reports and GAF TakeOff reports are generally sent out for (a) single-family residential homes, within one (1) hour of you submitting an order; and (b) multi-family residential homes and commercial buildings, within twenty-four (24) hours of you submitting an order. **The terms of this Section 5.1.2 only apply to GAF QuickMeasure reports and GAF TakeOff reports.**

**5.1.3 GAF ScopeConnect Estimates Only.** Except where GAF has specified a longer timeframe prior to your submission of an order for a GAF ScopeConnect estimate, GAF ScopeConnect estimates ordered Monday through Friday from 7 AM to 9 PM EST, excluding on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, are generally sent out within twenty-four (24) hours of you submitting an order. **The terms of this Section 5.1.3 only apply to GAF ScopeConnect Estimates.**

**5.1.4 Remedy.** If a GAF QuickMeasure report, GAF TakeOff report, or GAF ScopeConnect estimate is not sent to you within the time frames specified in Sections 5.1.2 or 5.1.3, as applicable and you have not cancelled your order for a GAF QuickMeasure report or GAF TakeOff report prior to delivery or cancelled your order for a GAF ScopeConnect estimate within one (1) hour of placing your order for it, your sole and exclusive remedy, and GAF's sole and exclusive liability (and the liability of any GAF Party), with respect to any late or non-delivery of a GAF QuickMeasure report, GAF TakeOff report, or GAF ScopeConnect estimate, is in GAF's sole discretion either a credit to your Account or a refund to the payment method you used to order the GAF QuickMeasure report, GAF TakeOff report or GAF ScopeConnect estimate in an amount equal to the amount you paid for the GAF QuickMeasure report, GAF TakeOff report, or GAF ScopeConnect estimate. No other remedy, including any claim for damages, refund, or other compensation of any kind, shall be available to you with respect to any late or non-delivery of any GAF QuickMeasure report, GAF TakeOff report, or GAF ScopeConnect estimate or for any late or non-delivery of any other Materials. To receive the foregoing remedy, you must send an email to [services.support@gaf.com](mailto:services.support@gaf.com) within twenty-four (24) hours of not receiving the GAF QuickMeasure report, GAF TakeOff report, or GAF ScopeConnect estimate within the time frames specified in Sections 5.1.2 or 5.1.3, as applicable, and your failure to so notify GAF within such period shall constitute a waiver of any remedy you may have had. The foregoing remedy shall not apply to the extent the failure to deliver the GAF QuickMeasure report, GAF TakeOff report, or GAF ScopeConnect estimate within the time frames specified in Sections 5.1.2 or 5.1.3, as applicable, was due to causes outside GAF's control, including force majeure events, system upgrades and scheduled or emergency maintenance.

## **5.2 Accuracy.**

**5.2.1 NO REPRESENTATION OR WARRANTY.** GAF MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY OF ANY MATERIALS, INCLUDING ANY GAF QUICKMEASURE REPORT OR GAF TAKEOFF REPORT, AND THE THRESHOLDS SET FORTH IN SECTION 5.2 SHALL NOT BE CONSTRUED AS A WARRANTY OR GUARANTEE OF ACCURACY OR AS AN ADMISSION THAT ANY PARTICULAR LEVEL OF ACCURACY IS ACHIEVABLE OR EXPECTED.

**5.2.2 GAF QuickMeasure Reports and GAF TakeOff Reports Only.** If the information included in a GAF QuickMeasure report or a GAF TakeOff report is less than 95% accurate as of the date the GAF QuickMeasure report was created or on the blueprint you uploaded, respectively, based on evidence that GAF may require in its sole discretion, your sole and exclusive remedy, and GAF's sole and exclusive liability (and the liability of any GAF Party), with respect to any inaccuracy in any GAF QuickMeasure report or GAF TakeOff report, is in GAF's sole discretion either a credit to your Account or a refund to the payment method you used to order the GAF QuickMeasure report or GAF TakeOff report in an amount equal to the amount you paid for the GAF QuickMeasure report or GAF TakeOff report. No other remedy, including any claim for damages, refund, or other compensation of any kind, shall be available to you with respect to any alleged inaccuracy in any GAF QuickMeasure report or GAF TakeOff report or any other Materials. To receive the foregoing remedy, you must send an email to [services.support@gaf.com](mailto:services.support@gaf.com) within thirty (30) days of receiving the GAF QuickMeasure report or GAF TakeOff report, as applicable, and your failure to so notify GAF within such period shall constitute a waiver of any remedy you may have had. The determination of whether a GAF QuickMeasure report or GAF TakeOff report is less than 95% accurate shall be made by the Third Party Provider of the report or GAF,

in each case in their sole discretion. Any such determination shall be binding and final. **The terms of this Section 5.2.2 only apply to GAF QuickMeasure reports and GAF TakeOff reports.**

## **6. FEES**

**6.1 Fees; Payment.** In connection with your access to, use of, purchase of, and receipt of the Site and Materials, you will pay us our then current fees ("**Fees**") at the time of your order. If you are placing an order as a guest, you must pay us our Fees using one of our approved payment methods, currently, credit card and ACH. If you have an Account, you must pay us our Fees using funds in your Account as described in Sections 6.4, 6.5, and 6.6, by redeeming GAF Rewards points or by redeeming a promotion code. Fees are exclusive of all value added, sales, transaction, and other taxes, levies, duties, and similar governmental assessments of any nature ("**Taxes**") which shall be payable by you in addition to the Fees, and payment shall be taken together with the Fees. If we have the legal obligation to pay or collect Taxes for which you are responsible under this Section 6.1, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. By placing an order, you authorize us to charge the amount of your order to the payment method you have provided, if you are a guest, or deduct the amount of your order from your Account balance, redeem your promotion code or redeem GAF Rewards points, if you have an Account.

### **6.2 Failed Payments.**

**6.2.1** You acknowledge and agree that orders and Materials may be processed, fulfilled or delivered before GAF receives confirmation that a payment transaction, including any ACH transaction, has successfully settled or cleared. If any payment (including for the Auto-Replenishment Feature) is rejected, reversed, returned, disputed, declined, charged back or otherwise fails to successfully settle or clear for any reason, including after delivery of any Materials, you remain fully responsible for payment of all applicable Fees and Taxes.

**6.2.2** If you are an Account holder, GAF may, to the maximum extent permitted by law (a) place a negative balance on your Account in the amount owed; (b) require that any negative Account balance be paid in full before you may place additional orders or access certain Site functionality or Materials; (c) suspend or disable your Account, access to the Site and/or Materials, and/or any payment method associated with your Account; and/or (d) charge any other valid payment method associated with your Account and periodically initiate automatic payment retries.

**6.2.3** For all Accounts and Users, including guest purchasers, GAF may demand payment through an alternative valid payment method and may pursue any rights or remedies available under these Terms or applicable law to collect the unpaid amounts. GAF reserves the right to use third-party collection services or pursue any other lawful rights and remedies to collect unpaid amounts. To the maximum extent permitted by applicable law, you agree to reimburse GAF for its reasonable costs of collection, including reasonable attorneys' fees and costs, incurred in collecting overdue amounts.

**6.3 Changes.** GAF reserves the right to change the Fees for the Site and/or Materials in any manner and at any time as GAF may determine in our sole and absolute discretion. We may provide you notice of such changes via email or through the Site. Your continued use of the Site and/or Materials after the changes have been made will constitute acceptance of the changes. From time to time, GAF may choose in our sole discretion to add, modify, or remove benefits and features from the Site and/or Materials. GAF does not represent or warrant that particular benefits or features will be offered indefinitely.

**6.4 Account Balance (for Account holders only).** If you are not paying for an order by redeeming GAF Rewards points or a promotion code, you must have sufficient funds in your Account at the time of your order. You may add funds to your Account using a valid payment method on an as needed

basis, i.e., prior to each order. Alternatively, we may allow you to store your payment method to pay for your order at the time of such order.

## 6.5 **Auto Replenishment (for Account holders only).**

6.5.1 **Auto-Replenishment Feature.** If you have an Account with us, we may allow you to select an amount (“**Default Replenishment Amount**”) that will be automatically added to your Account once the balance of funds in your Account reaches or drops below a certain amount (“**Replenishment Threshold Amount**”) (collectively, the “**Auto-Replenishment Feature**”). If you elect to enable the Auto-Replenishment Feature, you authorize us and our payment processors to automatically charge the Default Replenishment Amount to your default payment method or other payment method (including GAF Rewards points) each time the funds in your Account equals or drops below the Replenishment Threshold Amount. If we are unable to charge you to facilitate the Auto-Replenishment Feature with the default payment method you previously selected, you authorize us to charge you to add funds to your Account to facilitate the Auto-Replenishment Feature by charging another payment method associated with your Account, if any. If any charge associated with the Auto-Replenishment Feature is rejected, reversed, returned, disputed, declined, charged back or otherwise fails to successfully settle or clear for any reason, the provisions of Section 6.2 above shall apply, and GAF may suspend or disable the Auto-Replenishment Feature until all outstanding amounts are paid in full. If you would like to use a different payment method or if there is a change in payment method, please update your information accordingly. Your use of the Auto-Replenishment Feature may make you eligible for bonus funds (an “**Auto-Replenishment Bonus**”). Auto-Replenishment Bonus amounts are subject to Section 6.8 below, can only be spent on eligible orders, and may not be recoverable or refundable if your Account is closed for any reason.

6.5.2 **Changes to Auto-Replenishment.** You may change the Replenishment Threshold Amount and Default Replenishment Amount or disable the Auto-Replenishment Feature by accessing the “Auto-Replenishment” settings in the “My Preferences” page of your Account, but changes may take up to twenty-four (24) hours to take effect. Any charge initiated before the change takes effect may still be processed. You may also be able to revise some of these settings through other GAF-provided pages or mechanisms. Please be advised that we may impose a minimum and/or maximum amount of the Default Replenishment Amount or Replenishment Threshold Amount. We may also designate required denominations of the Default Replenishment Amount. If you do not agree, you may not use the Auto-Replenishment Feature. We will notify you if the Default Replenishment Amount or Replenishment Threshold Amount you previously designated are no longer accepted. The automatic charges will stop when: (a) your Account terminates; (b) you or GAF disable the Auto-Replenishment Feature; or (c) these Terms are terminated.

6.6 **Charging Stored Payment Methods.** If you have stored a payment method with us, either to facilitate payment at the time of your order, as described in Section 6.4, or in connection with the Auto-Replenishment Feature, as described in Section 6.5.1, you authorize GAF and its payment processors to store your payment method to facilitate the payment of your order at the time of purchase and the Auto-Replenishment Feature, if applicable, and you authorize us and our payment processors (without notice to you, unless required by law) to automatically collect the then-applicable amount and any and all applicable Fees and Taxes at the time of your order and/or when the balance of funds in your Account equals or drops below the enabled Replenishment Threshold Amount. If we are unable to charge you with the default payment method you previously selected, you authorize us to charge you to add funds to your Account to facilitate the Auto-Replenishment Feature by charging another payment method associated with your Account, if any. If any payment method used in connection with the Site, Materials, order or the Auto-Replenishment Feature, including any one-time payment method or ACH transaction, fails to successfully settle or clear, the provisions of Section 6.2 shall apply.

**6.7 Updates and Changes to Payment Method.** If the payment details associated with your payment method change, the applicable card provider may provide GAF or our payment processor with updated card details. GAF and our payment processors may use these new details in order to help prevent any interruption to the Auto-Replenishment Feature. If you would prefer to opt out from this card updater service, you may contact GAF at [ccp@gaf.com](mailto:ccp@gaf.com). If you would like to use a different payment method or if there is a change in payment method, please update your information accordingly.

**6.8 Promotions.** From time to time, we may offer you the opportunity to earn bonus funds in your Account through special promotions (each, a “**Special Promotion**”). Special Promotions may be subject to additional terms and conditions (“**Special Promotion Terms**”). Such Special Promotion Terms shall form part of these Terms for all purposes of such Special Promotion. To the extent that there is any conflict between Special Promotion Terms and another portion of these Terms, the Special Promotion Terms will control only in any matter relating to the applicable Special Promotion. For example, at GAF’s discretion, where GAF offers additional funds in connection with funding your Account (e.g., get an additional \$1 when you add \$5 to your Account), your interest in the additional funds will not vest until you have spent the funds you actually purchased (e.g., in that example, although your Account may show a balance of \$6, you may not withdraw that sixth dollar until you have spent the first five). GAF reserves the right to deduct bonus funds from your Account without notice at any time if it determines that such funds were improperly credited to your Account or such bonus funds have expired under the applicable terms.

**6.9 Refunds.** Except as otherwise stated in these Terms or as required by applicable law, your payments for the Site and/or Materials are non-refundable and there are no refunds, credits, exchanges, or other compensation for any Fees. Without limiting the foregoing, and except as otherwise stated in these Terms or as required by applicable law, in the event that these Terms terminates because you have rejected an update to its terms or GAF (a) terminates, or places a hold on, your Account pursuant to Section 1.3.1; (b) suspends, disables or terminates your access to the Site and/or Materials for a reason other than convenience; or (c) terminates these Terms for cause, you understand and agree that you shall receive no refund, credit, exchange, or other compensation for any Fees. At any time, and for any reason, GAF may provide a refund or discount to some or all customers of the Site and/or Materials, which may or may not include you. The amount and form of such refunds and the decision to provide them are at GAF’s sole and absolute discretion and does not obligate GAF to provide such refunds to you or any other entity or person in the future under any circumstance. If GAF provides a refund, GAF may immediately cease your access to the Site and/or Materials.

**6.10 Discounts.** From time to time, we may offer discounted fees for the Site or Materials. Unless otherwise noted, the discounted fee will be available for the promotional period identified, after which the full fee will apply going forward. We reserve the right to withdraw or deactivate any discounted fees for any reason at any time. A discount for the Site or any Materials may only be used for your first use of them. Discounted fees may also be subject to other conditions as indicated at the time of purchase.

**7. COMPLIANCE WITH LAWS.** You shall comply, and shall cause your Personnel to comply, at all times with all laws relevant or applicable to your businesses, your access to and use of the Site, including your access to, use of, receipt of, and purchase of the Materials, and your other obligations under these Terms, including all Data Protection Laws applicable to the collection and use of Personal Information. “**Personal Information**” means information (a) that identifies, or can be used to contact, an individual or device; (b) with respect to which there is a reasonable basis to believe the information can be used alone or in combination with other information to identify or contact an individual or device; (c) that relates to the individual or device that is identifiable as described in (a) or (b) above; or (d) that is considered “personally identifiable information,” “personal information,” “personal data,” “nonpublic personal information,” “protected health information,” or the like by applicable Data Protection Laws; and “**Data**

**Protection Laws**” mean all laws, rules, regulations, self-regulatory programs, codes, and guidance, and any related published clarifications, guidance, interpretations, staff reports, and recommendations by any applicable governmental authority in relation to: (i) data protection; (ii) privacy; (iii) data security; (iv) interception and monitoring of communications; (v) initiating communications by email, telephone, text message, or other means; (vi) restrictions on, or requirements in respect of, the collection, retention, use, disclosure, and other processing of Personal Information of any kind; and (vii) actions required to be taken in respect of unauthorized or accidental access to or use, disclosure, or other processing of Personal Information, including any such Data Protection Law in modified or supplemented form and any newly adopted Data Protection Law whether or not replacing a previous Data Protection Law. Without limiting the foregoing, Data Protection Laws include State Data Protection Laws, the Telephone Consumer Protection Act, the Federal Trade Commission’s Telemarketing Sales Rule, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, Canada’s Anti-Spam Legislation, the CRTC Unsolicited Telecommunication Rules, and all federal, provincial, state, and local laws regulating privacy, security, anti-spam, marketing, and electronic or telephonic communications. If we or another person notify you of any non-compliance with your obligations under these Terms, you will remedy any such non-compliance. **“State Data Protection Laws”** means, collectively, CCPA, the Virginia Consumer Data Protection Act, the Colorado Privacy Act and related regulations, the Utah Consumer Privacy Act, the Connecticut Act Concerning Personal Data Privacy and Online Monitoring, and any other substantially similar state consumer data privacy law that has taken effect.

## **8. DATA**

**8.1 Representations, Warranties, and Covenants.** You represent, warrant, and covenant to GAF that (a) all Data is, and shall be, true, complete, and accurate in all respects; (b) you have, or will have, all necessary rights, licenses, approvals, consents, and authority to transmit, upload, submit, enter, input, and otherwise provide all Data before doing so; and (c) it is your responsibility to verify and maintain the currency, completeness, and accuracy of Data, and in the event any Data changes, you shall promptly notify GAF of such changes. **“Data”** means all data, content, information, logos, trademarks, and other materials of any nature whatsoever (including any and all metadata and Personal Information), embodied in any medium (i) collected from or provided or submitted by, or on behalf of, you, your organization, your Personnel (or, at your direction or invitation, your customers and your potential customers or other third parties) in connection with these Terms or any order for Materials, including information regarding you, your organization, your Personnel, your customers, and your potential customers (collectively, **“User-Provided Data”**); or (ii) otherwise transmitted, received, used, collected, generated, uploaded, stored, hosted, or otherwise processed by, or on behalf of, GAF in connection with the Site or Materials.

**8.2 Personal Information.** Without limiting anything in Section 8.1, you shall (a) provide and obtain all legally required notices and consents and otherwise have all necessary authority before you or any third party provide or make available any Personal Information to GAF, our representatives, and agents, including any notices or consents legally required for GAF to analyze such Data and transmit such Data to third parties in connection with the Site, Materials, and otherwise use and disclose the Data for any purpose consistent with the Privacy Policies (subject to Section 2.3), maintain evidence of those notices and consents, and provide such evidence to GAF promptly in response to any demand made during the four (4) years after the date such information was provided; and (b) not use the Site or Materials in conjunction with Personal Information to the extent that doing so would violate applicable Data Protection Laws.

**8.3 Disclosure by GAF.** Without limiting any provisions in the Privacy Policies or these Terms, you hereby expressly permit GAF to transfer or otherwise disclose Data to third parties as necessary to facilitate your enablement and use of the Site and Materials and to otherwise exercise GAF’s rights under these Terms. GAF is not responsible for any disclosure, modification, or deletion of Data whatsoever

resulting from access by such third parties, including by any Third Party Provider.

**9. CONFIDENTIALITY.** During the term of these Terms and after its termination for any reason, you shall keep confidential all information reasonably understood to be confidential and/or proprietary information of GAF that is furnished by, or on behalf of, GAF, or to which you have access, in connection with these Terms, the Site or Materials, including the contents of these Terms, the details of the Site and Materials, and other information about GAF's operations, marketing plans, and products. You shall use such confidential information only for your operation of your business, and you shall divulge such confidential information only to your Personnel who need to know such information in connection with the operation of your business; provided, however, that you shall be liable for any unauthorized disclosure by any of your Personnel. All of GAF's confidential information is, and shall remain, the sole property of GAF. The restrictions in this Section 9 do not apply to information that is in or comes into the public domain other than as a result of a wrongful disclosure by your Personnel or you.

**10. DISCLAIMERS.**

**10.1 GAF PROPERTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE GAF PROPERTY ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO YOUR USE, AND THE PERFORMANCE, OF THEM IS WITH YOU. SHOULD THE GAF PROPERTY PROVE DEFECTIVE, NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY FOR THEIR SERVICING AND/OR REPAIR. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE GAF PARTIES HEREBY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, GUARANTEES, AND REPRESENTATIONS WITH RESPECT TO THE GAF PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, AVAILABILITY, RELIABILITY, COMPLETENESS, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND OTHER QUALITIES OF ANY INFORMATION INCLUDED ON THE SITE OR IN ANY GAF PROPERTY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY GAF PARTY OR ANY OF THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH IN THESE TERMS.

**10.2 THIRD PARTY PRODUCTS AND THIRD PARTY PROVIDERS.** THE GAF PARTIES DO NOT ENDORSE ANY THIRD PARTY PROVIDER OR ANY ASPECT OF ANY THIRD PARTY PRODUCTS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE GAF PARTIES HEREBY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, GUARANTEES, AND REPRESENTATIONS WITH RESPECT TO THE THIRD PARTY PROVIDERS AND THE THIRD PARTY PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, AVAILABILITY, RELIABILITY, COMPLETENESS, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND OTHER QUALITIES OF ANY INFORMATION INCLUDED IN ANY THIRD PARTY PRODUCTS, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY GAF PARTY OR ANY OF THEIR AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH IN THESE TERMS. THE GAF PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY PRODUCTS OR ANY ASPECT OF YOUR RELATIONSHIP WITH A THIRD PARTY PROVIDER, INCLUDING WITH RESPECT TO FEES YOU MAY OWE, OR YOUR ENABLEMENT, ACCESS, USE, OR RECEIPT OF ANY THIRD PARTY PRODUCTS. IN THE EVENT OF ANY DISPUTE BETWEEN ANY THIRD PARTY PROVIDER AND YOU OF ANY KIND, YOU MUST ADDRESS THE DISPUTE WITH THE THIRD PARTY PROVIDER DIRECTLY. GAF CANNOT, AND DOES NOT, GUARANTEE THE CONTINUED AVAILABILITY OF ANY THIRD PARTY PRODUCTS, AND GAF MAY CEASE MAKING THEM AVAILABLE OR FACILITATING YOUR CONNECTION TO THEM AT ANY TIME WITH OR WITHOUT NOTICE TO YOU WITHOUT ENTITLING YOU TO ANY REFUND, CREDIT, EXCHANGE, OR OTHER COMPENSATION.

10.3 **REQUIREMENTS.** THE GAF PARTIES DO NOT WARRANT THAT THE GAF PROPERTY OR THE THIRD PARTY PRODUCTS WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT THEIR OPERATION OR YOUR USE OF THEM WILL BE UNINTERRUPTED OR ERROR FREE, THAT ERRORS IN THEM CAN OR WILL BE CORRECTED, OR THAT DATA AND CONTENT PRESENTED BY THEM, OR OTHERWISE DERIVED FROM YOUR USE OF THEM, OR CONTAINED OR MADE AVAILABLE WITHIN THEM WILL BE ACCURATE, COMPLETE, OR RELIABLE. THE INFORMATION CONTAINED IN THE GAF PROPERTY OR THE THIRD PARTY PRODUCTS MAY BE REFLECTIVE OF INFORMATION KNOWN AT THE TIME THEY ARE GENERATED OR EARLIER, AND SUCH INFORMATION IS SUBJECT TO CHANGE, INCLUDING BEFORE THEY WERE GENERATED. IT IS YOUR RESPONSIBILITY TO INDEPENDENTLY VERIFY INFORMATION CONTAINED IN THE GAF PROPERTY OR THE THIRD PARTY PRODUCTS BEFORE RELYING ON IT. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL DECISIONS YOU MAKE BASED ON YOUR ACCESS TO, RECEIPT OF, AND USE OF THE GAF PROPERTY AND THE THIRD PARTY PRODUCTS, INCLUDING ANY INFORMATION OR CONTENT YOU HAVE ACCESS TO OR RECEIVE IN CONNECTION THEREWITH.

10.4 **INTERNET.** INFORMATION TRANSMITTED OVER THE INTERNET OR STORED ON SYSTEMS REACHABLE FROM THE INTERNET IS INHERENTLY INSECURE, AND THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE GAF PROPERTY, THE THIRD PARTY PRODUCTS, OR THE THIRD PARTY PROVIDERS, OR THE INFORMATION OR CONTENT TRANSMITTED TO OR BY THEM, WHETHER SUCH INFORMATION OR CONTENT IS TRANSMITTED TO YOUR MOBILE DEVICE OR NETWORK, OR OTHERWISE. THE GAF PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OR USABILITY OF ANY SECURITY MEASURES FOR THE GAF PROPERTY, THE THIRD PARTY PRODUCTS, OR THE THIRD PARTY PROVIDERS, OR THAT THEY WILL BE FREE FROM VIRUSES, HARMFUL CODE, OR ANY OTHER UNAUTHORIZED ACCESS, AND NO GAF PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY SUCH UNAUTHORIZED ACCESS. NO GAF PARTY SHALL HAVE RESPONSIBILITY OR LIABILITY FOR ANY LOSS CAUSED BY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RESULTING TO YOUR MOBILE DEVICE OR NETWORK.

10.5 **INDUCEMENT.** YOU ACKNOWLEDGE THAT THE PROVISIONS OF SECTION 10 ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO GAF TO GRANT THE RIGHTS CONTAINED IN THESE TERMS AND TO PROVIDE YOU WITH ACCESS TO AND USE OF THE GAF PROPERTY AND THE THIRD PARTY PRODUCTS.

## 11. **RELEASE AND INDEMNIFICATION.**

11.1 **Release.** You, on your own behalf and on behalf of your Personnel, hereby release and discharge GAF, each provider of any portion of the Site and Materials, and each of their respective officers, directors, shareholders, members, employees, agents, subcontractors, successors, and assigns (collectively, the "**GAF Parties**") from, and agree that your Personnel and you shall waive and not assert any Claim against any of the GAF Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your business operations and your Personnel's and your acts and omissions, whether in connection with your businesses, these Terms, the GAF Property, the Third Party Products, or otherwise; (b) all decisions your Personnel and you make based on your access to, use of, and receipt of the GAF Property or the Third Party Products; (c) User-Provided Data, including its currency, completeness, and accuracy, and all data, content, information, and other materials of any nature whatsoever generated from the processing of such User-Provided Data; (d) any and all activities that occur under your Account, including any loss that you may incur as a result of someone else using a User's passwords or your Account, either with or without your knowledge; (e) your Personnel's and your mobile devices and the home and professional networks of your Personnel, you, your customers, and your potential customers; (f) your Personnel or your breach of any provision of these Terms, including violations of any Data Protection Laws; and (g) any additional matters identified in these Terms or on the Site as "Specified Subjects" ((a) through (g) (inclusive), collectively, the "**Release**").

**11.2 Indemnification.** You shall immediately notify GAF of and indemnify and hold harmless the GAF Parties from and against any and all liabilities, damages, judgments, awards, settlement, costs, expenses, and other charges of any kind (including reasonable fees and expenses of attorneys) suffered or incurred by any of the GAF Parties arising directly or indirectly out of, related to, or in connection with any Claim brought by your Personnel or any other party against any of the GAF Parties arising directly or indirectly out of, related to, or in connection with (a) any matter covered by the Release; and (b) your Personnel's or your breach of any provision of these Terms. The indemnity for expenses incurred by any GAF Party as set forth in this Section 11.2, includes litigation costs and expenses and reasonable attorneys' fees as well as such costs, expenses, and fees incurred by any of the GAF Parties in defending any claims by a third party, in pursuing claims against you and in establishing and enforcing our right to indemnification hereunder. GAF shall have the right, exercisable in its sole discretion and at any time, to assume exclusive control of the defense and settlement of any Claim for which you are obligated to indemnify and hold harmless any GAF Party under these Terms, at your cost and expense. You shall not settle any such Claim without GAF's prior written consent in each instance, and any settlement made without such consent shall not reduce or affect your indemnification or hold harmless obligations hereunder. You shall cooperate fully with GAF and its representatives in connection with GAF's defense or settlement of any such Claim, including by providing GAF with prompt access to all relevant documents, records, and personnel. GAF's election to assume control of the defense of any Claim shall not relieve you of your indemnification or hold harmless obligations under this Section 11.2.

**12. LIMITATION OF LIABILITY.**

**12.1 PROHIBITED DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE OTHER RELEASES AND DISCLAIMERS IN THESE TERMS, IN NO EVENT SHALL ANY GAF PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THESE TERMS, THE GAF PROPERTY, THE THIRD PARTY PRODUCTS, OR THE THIRD PARTY PROVIDERS, EVEN IF A GAF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12.2 DAMAGES CAP.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ADDITION TO THE OTHER RELEASES AND DISCLAIMERS IN THESE TERMS, IN NO EVENT SHALL (A) ANY GAF PARTY HAVE ANY LIABILITY OF ANY KIND IN CONNECTION WITH THE THIRD PARTY PRODUCTS OR THIRD PARTY PROVIDERS; AND (B) THE TOTAL AGGREGATE LIABILITY OF THE GAF PARTIES FOR ANY NON-EXCLUDED DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN CONNECTION WITH THESE TERMS OR THE GAF PROPERTY EXCEED \$100 USD. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY OF ANY KIND AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

**13. EXCLUSIONS.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above releases, disclaimers, limitations, and exclusions may not apply to you. To the extent that a GAF Party may not, as a matter of applicable law, disclaim any warranty, or limit or exclude any liability, the scope and duration of such warranty and the extent of the GAF Party's liability shall be the minimum permitted under such applicable law.

**14. TERM; TERMINATION.** These Terms become effective as set forth above and will remain in full force and effect until terminated as provided in these Terms. GAF may immediately terminate these Terms, in whole or in part, and/or your access to and use of the GAF Property, at any time and for any reason, with or without cause, with or without notice, and without cost or penalty of any kind, except as otherwise stated in these Terms or as required by applicable law. You may terminate these Terms at any time upon fifteen (15) days' prior written notice to GAF. Upon termination of these Terms, all rights

granted hereunder to you shall immediately terminate, you shall immediately pay GAF all Fees you owe, including as may be reflected by having a negative balance in your Account, you must cease all use of the GAF Property (other than Data that you developed independently of your relationship with us). However, the provisions of Sections 2.1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15.4, 16, 17, 21, 22, 23, 24, and 25, as well as any other provisions of these Terms which expressly or by implication are intended to remain in force following the termination of these Terms or are necessary to interpret the respective rights and obligations of the parties to these Terms, shall survive such termination.

## **15. COMMUNICATIONS AND WEBSITE**

**15.1 Communications to You.** You hereby agree to receive communications from GAF in connection with these Terms, your Account, the Site, and the Materials, by email, mobile push notification, or SMS/text message or call (including with prerecorded or artificial voice message) to the telephone numbers you provide us. These communications may be sent or initiated through automated means and may contain marketing content, depending on applicable law and (if required) any additional consent from you.

**15.2 Communications to Your Personnel.** When you provide us with telephone numbers for your Personnel, you represent and warrant to us that either (a) you are the subscriber for their telephone numbers and you provide the above consent for you and on their behalf; or (b) you have obtained from them a signed statement on a paper listing their telephone number and indicating “I voluntarily consent to receive text messages and calls (including with prerecorded or artificial voice message) from or on behalf of GAF Materials LLC, GAF Canada ULC, GAF Energy LLC, and our and their affiliates at my telephone number, including messages and calls sent or initiated through automated means. I understand that these communications may include, without limitation, marketing content or anything else related to GAF Materials LLC, GAF Canada ULC, GAF Energy LLC, and our and their affiliates and that this consent is not a condition of any purchase.” If the individual is located in Canada, the signed statement also must include this additional sentence: “I understand that I can opt-out anytime and that I can contact all of these GAF companies at 1 Campus Drive, Parsippany, NJ 07054, USA or [privacy@gaf.com](mailto:privacy@gaf.com).”

**15.3 Notices.** You agree that all agreements, notices, disclosures, payment, or renewal notifications, and other communications that GAF provides to you electronically (such as through email or posting in the Site) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You agree to keep your contact information, including email address, current. Except where otherwise specified in these Terms, all notices or other communications required or permitted under these Terms will be in the English language, in writing and will be deemed to have been duly given: (a) when delivered by hand; (b) three (3) days after being sent by registered or certified mail, return receipt requested and postage prepaid; or (c) one (1) day after deposit with a nationally recognized overnight delivery or express courier service. Except where otherwise specified in these Terms, notices for GAF must be sent to 1 Campus Drive, Parsippany, NJ 07054, Attention: Vice President Sales Enablement, with a copy to GAF's General Counsel at the same address.

**15.4 Prior Communications.** You fully and completely release any and all Claims you may have had in the past or may have in the future based on your receipt of communications from or on behalf of GAF. You waive California Civil Code Section 1542 (which provides that a “general release does not extend to Claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party”) and any other laws or legal principles that also limit waivers exclusively to known Claims. “**Claim**” means any cause of action, complaint, allegation, assertion, claim, demand, audit, investigation, inquiry, proceeding, hearing, arbitration, lawsuit, or other action of any kind.

15.5 **Public Posting.** GAF may include, or give you the ability to include, your name, address, telephone number, email address, trademarks, service marks, logos, and other materials on websites or other online property operated by GAF or a third party at GAF's sole discretion, but GAF has no obligation to do so. You represent and warrant to us that you have the necessary rights, licenses, consents, and approvals for all trademarks, service marks, logos, and other materials that you provide to us.

16. **INDEPENDENT CONTRACTOR; YOUR PERSONNEL.** The parties understand and agree that these Terms do not create a fiduciary relationship between them, that you are and shall be an independent contractor, and that nothing in these Terms is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. These Terms are not a franchise agreement and do not create a franchisor-franchisee relationship between you and GAF. During the term of these Terms and after its termination for any reason, you shall hold yourself out to the public as an independent contractor, unaffiliated with GAF, and you shall not identify yourself as an employee, representative, or agent of GAF. You will be solely responsible for all employment decisions and functions with respect to your Personnel, including hiring, firing, discipline, supervision, setting terms of employment, and compensation, and implementing a training program for your Personnel. You will never represent or imply to your Personnel, or individuals who may become your Personnel, that they are, or will be, employed by GAF. GAF shall not control or have access to your funds or the expenditure thereof or in any other way exercise dominion or control over your business or your Personnel. You understand and agree that nothing in these Terms authorizes you to make any contract, agreement, warranty, or representation on GAF's behalf, to bind GAF, or to incur any debt or other obligation in GAF's name, and that the GAF Parties shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of your Personnel or you in the conduct of your business or otherwise or any Claim or judgment arising directly or indirectly therefrom against the GAF Parties. You shall cause your Personnel to comply with these Terms and you shall be solely responsible for the actions and omissions of your Personnel, as such actions and omissions shall be considered yours.

17. **ASSIGNMENT.** You shall not assign, delegate, or otherwise transfer these Terms, or any of your rights or obligations hereunder to any third party without the prior written consent of GAF in each instance, including by way of merger, consolidation, or sale of all or substantially all of your stock or assets, or similar change of control transaction. GAF may assign, delegate, or otherwise transfer these Terms, or any rights or obligations hereunder, without your prior written consent. The rights and liabilities of the parties under these Terms shall bind and inure to the benefit of their successors and permitted assigns. Any assignment, delegation, or other transfer in breach of this provision will be void and without legal effect.

18. **EXPORT LAWS.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin. You will not export or re-export the Materials in any form in violation of the laws of the United States or any foreign jurisdiction. You represent and warrant that: (a) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

19. **SECURITY MEASURES.** The GAF Property may contain technological measures (the "**Security Measures**") designed to prevent certain kinds of unauthorized or illegal use of them. However, GAF cannot, and does not, guarantee that unauthorized third parties will not be able to defeat the Security Measures. You acknowledge and agree that GAF may also use the Security Measures and other lawful measures to verify your compliance with the terms of these Terms and enforce GAF's rights under these Terms, including GAF's intellectual property rights in and to the GAF Property.

20. **U.S. GOVERNMENT END USERS.** The Site and Materials are each a "Commercial Item," as that

term is defined at 48 C.F.R § 12.212 or 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, and the Site and Materials are being licensed to U.S. Government end users (a) only as a “Commercial Item;” and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions herein.

## **21. DISPUTES BETWEEN THE PARTIES.**

**21.1 Disputes Between the Parties.** PLEASE READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS—INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT (BY REQUIRING YOUR DISPUTE TO BE SUBMITTED TO ARBITRATION) AND YOUR RIGHTS TO RESOLVE YOUR DISPUTE AS PART OF A CLASS OR REPRESENTATIVE ACTION. THE LAWS OF CERTAIN JURISDICTIONS, WHICH FOR CONSUMERS MAY INCLUDE THE PROVINCE OF QUEBEC, DO NOT ALLOW FOR MANDATORY ARBITRATION OR CLASS ACTION WAIVERS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE PROVISIONS BELOW MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

**21.2 General.** As detailed below, these Terms mandate, with limited exception, that all disputes between you and GAF be resolved first through an informal dispute resolution process. In the event informal resolution fails, these Terms further mandate that all disputes (except those identified in Section 23.5.9) be formally resolved through binding arbitration. Binding arbitration means that an arbitrator, and not any federal, provincial, state or local court or agency, shall have exclusive authority to resolve such disputes. Consequently, you should read the entirety of this Section 21 and Sections 22, 23, and 24 below carefully as they may significantly affect your legal rights.

**22. INFORMAL DISPUTE RESOLUTION.** You and GAF agree to make a diligent, commercially reasonable attempt to resolve informally any disputes arising out of or concerning the provisions of these Terms, the Site or the Materials. Failure to engage in this informal process could result in the award of fees against you in arbitration. To initiate informal dispute resolution, the initiating party must first send a written description of the dispute to the other Party. For any dispute against GAF that you initiate, you will send to GAF at [GeneralCounsel@gaf.com](mailto:GeneralCounsel@gaf.com): (a) a written description of the dispute; and (b) any email address(es) or other identifying information associated with your use of the Site or the Materials. The written description must be on an individual basis and provide, at minimum, the following information: (i) your name; (ii) a description of the nature or basis of the claim or dispute; and (iii) the specific relief sought. For any dispute that GAF initiates, we will send a written description of the dispute to any email or physical address we can associate with your use of the Site, if any. If the Parties’ dispute is not resolved within sixty (60) days after receipt of the written description, the Parties will resolve any remaining dispute through the additional dispute resolution provisions below. Except with respect to IP disputes exempt from arbitration under Section 23.5.9(a), or applications for provisional relief pursuant to Section 23.5.9(c), a good faith engagement in informal dispute resolution shall be and is a prerequisite and condition precedent to either Party initiating a lawsuit or arbitration. The Parties agree that any applicable statute of limitations period and filing fees or other deadlines will be tolled while the Parties engage in this informal dispute resolution process.

**23. BINDING ARBITRATION.** After the Parties have engaged in informal dispute resolution as set out above (in Section 22), and only if those efforts fail, then either Party may initiate arbitration as set forth in this Section 23. If you determine to initiate arbitration, a copy of the arbitration demand must be emailed to [GeneralCounsel@gaf.com](mailto:GeneralCounsel@gaf.com). If GAF is initiating arbitration, we will serve a copy of the demand to the email or physical address associated with your use of the Site, if any.

**23.1 Mutual Arbitration Agreement.** Except as set forth in Section 23.5.9 below, the Parties agree that all claims, disputes, or disagreements that may arise out of or relating to the interpretation, applicability, enforceability, formation, or performance of these Terms — including any claim that all or any part of these Terms are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment, non-payment, or timing of any administrative or arbitrator fees—shall be resolved

exclusively through binding arbitration in accordance with this Section 23 (collectively, the “**Arbitration Agreement**”). Because your use of the Site or Materials and any other GAF service affects interstate commerce, this Arbitration Agreement, including its interpretation and enforcement, shall be governed by the Federal Arbitration Act (“**FAA**”). This Arbitration Agreement is intended to be interpreted broadly, and it applies to claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth in Sections 23.6 and 24.3. Except as set forth in Section 23.5, if any provision of this Arbitration Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

**23.2 WAIVER OF RIGHTS INCLUDING JURY TRIAL.** THE PARTIES UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE ANY DISPUTE, AND THAT RIGHTS TO DISCOVERY AND APPEALS MAY BE LIMITED IN ARBITRATION. THE PARTIES FURTHER UNDERSTAND THAT THE COSTS OF ARBITRATION COULD EXCEED THE COST OF LITIGATION IN SOME INSTANCES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT BY AGREEING TO THESE TERMS AND ARBITRATION AGREEMENT, YOU AND GAF ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**23.3 CLASS ARBITRATION AND COLLECTIVE RELIEF WAIVER.** YOU AND GAF ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, AND EXCEPT AS OTHERWISE SET OUT IN THIS SECTION 23.3, SECTION 23.5.5 AND SECTION 23.5.7, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER REPRESENTATIVE ACTION (INCLUDING ANY PRIVATE ATTORNEY GENERAL ACTION), AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY’S CLAIM; NOTWITHSTANDING THIS ACKNOWLEDGEMENT AND AGREEMENT, YOU AGREE THAT ANY ARBITRATION INVOLVING YOU MAY PROCEED ON A CONSOLIDATED BASIS IF GAF PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING. With the exception of this Section 23.3, Section 23.5.5 and Section 23.5.7, if any part of this Arbitration Agreement is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of NAM (as defined below), then the balance of this Arbitration Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision(s) were not contained herein. If, however, this Section 23.3, Section 23.5.5 and Section 23.5.7, are found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor GAF shall be entitled to arbitrate their dispute.

**23.4 Arbitration Location: Remote in Most Circumstances.** If the amount in controversy between you and GAF is less than \$10,000, then the arbitration will be conducted solely by submission of written materials that you and GAF submit to the arbitrator, unless (a) the arbitrator determines that a hearing is necessary; or (b) the Parties agree otherwise. In such cases, the Parties agree to remote participation in the hearing by video-conference or telephone. If the amount in controversy between you and GAF exceeds \$10,000, either Party may request an arbitration hearing, and that hearing shall presumptively be held via video-conference or telephone unless (i) the arbitrator determines there is good cause to hold an in-person hearing; or (ii) the Parties agree otherwise. In the event there is an in-person hearing: the location of the hearing will be determined by mutual agreement of the Parties or, if the parties cannot agree, by the arbitrator in accordance with the applicable provider rules and law.

**23.5 Arbitration Procedures.**

**23.5.1 The Provider & Fees.** The arbitration will be conducted in English, administered by National Arbitration and Mediation (“**NAM**”), and resolved before a single arbitrator. If NAM is not

available to arbitrate, the Parties will select an alternative arbitration provider. Except as modified by this Section 23, NAM will administer the arbitration in accordance with, as applicable, NAM's Comprehensive Dispute Resolution Rules and Procedures, Comprehensive Fees and Costs, Fees For Disputes When One of the Parties is a Consumer, and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at <http://www.namadr.com> or by emailing NAM's Commercial Dept at [commercial@namadr.com](mailto:commercial@namadr.com). You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The Parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's rules where it deems appropriate, provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The Parties also agree that a good-faith challenge by either Party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Section 23 while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

**23.5.2 Arbitrator's Authority.** The arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a Party's failure to comply with the informal dispute resolution procedures contemplated by this Arbitration Agreement.

**23.5.3 Arbitration Demand Must Contain Sufficient Information.** Any arbitration demand or counterclaim asserted by either Party must contain sufficient information to provide fair notice to the other Party of the asserting Party's identity, the claims being asserted, and the factual allegations on which they are based, and must include proof that the claimant is party to this Arbitration Agreement and to these Terms. The arbitrator and/or NAM may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11), including for any claim filed on behalf of a claimant who is not a party to this Arbitration Agreement or to these Terms.

**23.5.4 Dispositive Motions.** Subject to the applicable NAM rules and procedures, the Parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute.

**23.5.5 Batching.** To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM (or another arbitration provider selected in accordance with Section 23.5.1 if NAM is unavailable) against GAF within reasonably close temporal proximity ("**Mass Filing**"), the Parties agree (a) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (b) to designate one arbitrator for each batch; (c) to accept applicable fees, including any related fee reduction determined by NAM (or another arbitration provider selected in accordance with Section 23.5.1 if NAM is unavailable) in its discretion; (d) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (e) that fees associated with a demand for

arbitration included in a Mass Filing, including fees owed by GAF and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (f) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved. If your demand for arbitration is included in the Mass Filing, any statute of limitation applicable to your claims will remain tolled until your demand for arbitration is decided, withdrawn, or settled. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and shall be subject to any rights to strike an arbitrator provided under applicable state law if the rights granted by law exceed those provided for in the NAM rules, and the arbitrator will determine the location where the proceedings will be conducted, including if they will be conducted remotely. You agree to cooperate in good faith with GAF and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims. The Parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. For example, if the number of cases filed makes batches of 100 cases too small for the prompt resolution of all filed claims, the Parties agree that NAM may increase or decrease the batch size, or transfer a case between batches in the reasoned discretion of the NAM procedural arbitrator. Any and all disagreements between the Parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a NAM procedural arbitrator. This “Batch Arbitration” provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind.

**23.5.6 Mediation Following First Batch in a Mass Filing.** The results of the first completely adjudicated batch of demands in a Mass Filing will be given to a NAM mediator selected from a group of five (5) mediators proposed by NAM, with GAF and the remaining claimants’ counsel being able to strike one mediator each and then rank the remaining mediators and the highest collectively ranked mediator being selected. The selected mediator will try to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, GAF, the remaining claimants and their counsel, and the mediator will have ninety (90) days (the “**Mediation Period**”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If the Parties are unable to resolve the outstanding demands during the Mediation Period, and cannot agree on a methodology for resolving them through further arbitrations, either GAF or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within sixty (60) days of the close of the Mediation Period. If neither GAF nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

**23.5.7 No Class or Representative Arbitration Absent Written Consent.** Unless GAF otherwise consents in writing, which it may do on a case-by-case basis, GAF does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in Section 23.3, Section 23.5.5 and this Section 23.5.7. Nothing in this provision prohibits the parties from participating in a class-wide settlement.

**23.5.8 Arbitration Award.** The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award

monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with the procedures set forth in this Arbitration Agreement, and also must be consistent with the terms of Sections 10, 11, and 12 as to the types and the amounts of damages or other relief for which a Party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration.

**23.5.9 Exceptions to Arbitration.** Notwithstanding the Parties' agreement to resolve all disputes through the Arbitration Agreement:

(a) **IP Disputes.** Either Party's claims of infringement or misappropriation of the other Party's patents, copyrights, trademarks, or trade secrets shall be exclusively brought in a state, provincial or federal court of competent jurisdiction as provided in these Terms.

(b) **Small Claims Court and Statutes of Limitation.** Either Party may elect to have disputes or claims resolved in a small claims court regardless of what forum the filing Party initially chose, provided the disputes or claims are within the scope of that court's jurisdiction. Either Party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a Party's claims are time-barred or may be in fact be brought in small claims court. Seeking such relief shall not waive a Party's right to arbitration under these Terms, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

(c) **Provisional Relief.** Notwithstanding the Arbitration Agreement, the Parties agree that either Party may apply to a court of competent jurisdiction for a provisional remedy in connection with an arbitrable controversy, but only upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief.

**23.6 30-Day Right to Opt Out.** You have the right to opt-out and not be bound by the Arbitration Agreement by sending written notice, signed by you, of your decision to opt-out to the following address: [GeneralCounsel@gaf.com](mailto:GeneralCounsel@gaf.com). The notice must be sent within 30 days of your first use of the Site; otherwise, you shall be bound to arbitrate disputes in accordance with these Terms. If you opt-out of the Arbitration Agreement, GAF also will not be bound by it. If you opt out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Terms will not apply to claims not yet filed. Moreover, even if you opt out of the Arbitration Agreement in accordance with this Section 23.6, other provisions of these Terms applicable to the resolution of disputes will continue to apply, including Sections 22, 24.1, 24.2, and 24.4. If you opted out of arbitration pursuant to a prior version of these Terms in accordance with the requirements set forth in that version, GAF will continue to honor such valid opt out.

## **24. CHOICE OF LAW; VENUE, JURISDICTION & SERVICE; CHANGES; CLASS ACTION WAIVER.**

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW (WHICH FOR CONSUMERS MAY INCLUDE THE PROVINCE OF QUEBEC):

**24.1 Choice of Law.** These Terms and all disputes between you and GAF, whether in arbitration or court (if a dispute is non-arbitrable under these Terms or for any other reason), shall be governed by the laws of the United States and the laws of New York, without regard to conflicts of law provisions—in other words, any federal law or New York law, including any conflict of law principle, that

would provide for the application of the laws of another jurisdiction other than the United States or New York shall not apply.

**24.2 Venue, Jurisdiction & Service.** By agreeing to these Terms, you agree that to the extent any dispute is not arbitrable—to include any arbitration-related litigation such as a motion to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on an arbitration award—the dispute must be resolved exclusively by a court of competent jurisdiction, federal or state (including small claims court), located in New York County, New York, and no other court. You and GAF consent to the exercise of personal jurisdiction over you by such courts with respect to any dispute and hereby waive any and all jurisdictional and venue defenses otherwise available to you in them. You further agree to accept service of process by U.S. or certified mail from GAF or these courts.

**24.3 Changes to the Dispute Sections.** GAF will provide 30 days' notice of any material changes to Sections 21, 22, 23, or 24 by posting a notice on the Site, informing you via email, or as otherwise legally required. Material changes will become effective thirty (30) days after notice is provided and will apply to all claims not yet filed regardless of when they accrued. Subject (where applicable) to the proper exercise of the opt out right described in Section 23.6, and to any further conditions in the modified Terms, unless you follow the termination procedure described in this Section 24.3, you agree that any unfiled claims are subject to the entire revised Sections 21, 22, 23, and 24. If you terminate these Terms before the updates to Sections 21, 22, 23, or 24 take effect, then the version of such Sections that were in effect on the effective date of your termination will continue to apply.

**24.4 Class Action Waiver.** To the extent permissible under applicable law, you agree that any dispute between you and GAF that is not subject to arbitration for any reason may only be pursued by you on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, collective, consolidated, or representative action. To the extent a dispute between you and GAF is subject to arbitration, the provisions of the Arbitration Agreement shall apply.

**25. MISCELLANEOUS.** These Terms are the entire agreement between you and GAF with respect to, and supersedes any previous oral or written communications or documents concerning, the subject matter of these Terms. In the event any provision of these Terms is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of these Terms will remain in full force and effect. Failure by GAF to prosecute any right with respect to a default hereunder will not constitute a waiver by GAF or the right to enforce rights with respect to the same or any other breach. All GAF Parties are intended third party beneficiaries of these Terms and, upon your acceptance of these Terms, all GAF Parties will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary. Subject to the preceding sentence, these Terms are between you and GAF and there are no third party beneficiaries. Any heading, caption, or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The word "including" and words of similar import shall mean "including, without limitation." During the term of these Terms and after its termination for any reason, you will not make any false, misleading, or disparaging statements about GAF or any of our competitors to any customers or consumers, or potential customers or consumers, of GAF's products, GAF's vendors or potential vendors, the media, or any other person or entity.

**26. LANGUAGE.** The parties hereto confirm that it is their wish that these Terms as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

**Exhibit 1**  
**Third Party Product Terms Regarding Reports from OneClick Data**

Last updated: March 16, 2023

With respect to Reports from OneClick Data Inc. or OneClick Data LLC (and the content included in such Reports), you hereby accept and agree to comply with the following Third Party Product Terms:

**End User Terms and Conditions**

Notice and Disclaimer

The Copyrighted Materials are provided to you provided on an “as is” and “as available” basis, and you agree to use them at your own risk.

OneClick Data makes no warranties of any kind to the fullest extent permitted by law, and company expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

The Copyrighted Materials does not include every code, rule, or guideline that might apply to a Roofing System. The Report is not intended to replace and does not replace a professional’s independent need to be aware of the entirety of the building Codes and other rules applicable to the work. The professional performing work should act in accordance with the applicable standard of care, adhere to today’s methods, standards, and use their own good judgment.

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## Exhibit 2

### Third Party Product Terms Regarding Reports from Spectrum Communications & Consulting

Last updated: March 16, 2023

With respect to Reports from Spectrum Communications & Consulting LLC and its affiliates (and the content included in such Reports), you hereby accept and agree to comply with the following Third Party Product Terms:

#### END USER AGREEMENT

This End User Agreement, including our terms of service and privacy policies which by this reference is incorporated herein (this “**Agreement**”), is a binding agreement between Spectrum Communications & Consulting LLC (“**Spectrum**”) and your business (“**you**”).

SPECTRUM PROVIDES THE DATA INPUT INFORMATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING OR CHECKING THE “ACCEPT” BUTTON YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER; AND (II) IF YOU IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR BUSINESS AND BIND YOU TO ITS TERMS. IF YOU DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SPECTRUM WILL NOT AND DOES NOT AGREE TO PROVIDE YOU WITH THE INFORMATION AND YOU MUST NOT DOWNLOAD REPORTS OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY INFORMATION THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF SPECTRUM’S DATA.

1. Subject to and conditioned upon your strict compliance with all terms and conditions set forth in this Agreement, Spectrum hereby grants to you the limited right during the term to use, solely by and through its authorized users, the information and data provided by Spectrum, solely in accordance with the terms of service and agreement to acquire the report and subject to all conditions and limitations set forth in in this Agreement. This grant to you is solely for use by you and your business’s authorized users for internal purposes, and shall be used in accordance with this Agreement any other applicable agreement with respect to the reports generated for your internal business purposes. You shall not, and shall not allow any person to, use the information in manner that violates the terms of use of the report or this Agreement.

2. The Spectrum content, data, or other materials, including related documentation, that are part of the report and that are provided to you pursuant to this Agreement and your agreement to purchase the report; you understand and acknowledge that there is third-party information provided in such report and Spectrum disclaims any knowledge and/or representation with respect to such information and provides no warranties with respect to same.

3. You hereby affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement and to abide by and comply with this Agreement. If the affirmations in this Section 3 are not true, then you may not register for or use the information provided by Spectrum in the report.

4. You are responsible and liable for all uses of the information through access thereto provided by Spectrum, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect to the software and documentation by your authorized users or by any other person to whom you or an authorized user may provide access to or use of the Spectrum information, whether such access or use is permitted by or in violation of this Agreement.

5. You acknowledge and agree that the information provided by Spectrum to you does not provide you with any ownership interest in the information or data under this Agreement, or any other rights thereto, other than to use the same in accordance with the report terms and conditions, and subject to all terms, conditions, and restrictions under this Agreement. Spectrum reserves and shall retain its entire right, title, and interest in and to information and data supplied to the report. You shall safeguard all information (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Further, you shall not: use the information except as authorized in the report terms of use, copy the information; modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, combine the data/information or any part thereof with, or incorporate the data or any part thereof in, any other programs without Spectrum's consent; reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the information; use the information in violation of any law, regulation, or use the information/data for purposes of competitive analysis, the development of a competing software product or service, or any other purpose that is to Spectrum's commercial disadvantage.

6. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL SPECTRUM OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, MANAGERS, MEMBERS, OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE INFORMATION OR DATA; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE SPECTRUM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL SPECTRUM'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE OWNERS, MEMBERS, MANAGERS, OFFICERS AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO SPECTRUM PURSUANT TO THIS AGREEMENT FOR THE INFORMATION AND, THAT IS OR ARE THE SUBJECT OF THE CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 6 SHALL APPLY EVEN IF THE YOU'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

7. You, on your own behalf and on behalf of your Personnel, hereby release and discharge SPECTRUM, its affiliates, each licensor of any portion of the report, and each of their respective officers,

directors, shareholders, members, employees, agents, subcontractors, successors, and assigns other (collectively, the "SPECTRUM Parties"), and agree that your personnel and you shall waive and not assert any action or claim against any of the SPECTRUM Parties for, any damages arising directly or indirectly out of, related to, or in connection with (a) your use of report; (b) the acts or omissions of the report provider; (c) our access to the Spectrum information and use of any Spectrum information or data; and (d) your personnel's or your acts or omissions, whether in connection with the report, or otherwise. You shall immediately notify SPECTRUM of and indemnify and hold harmless the SPECTRUM Parties from and against any and all liabilities, damages, judgments, awards, settlement, costs, expenses, and other charges (including, but not limited to, reasonable fees and expenses of attorneys) suffered or incurred by any of the SPECTRUM Parties arising directly or indirectly out of, related to, or in connection with any claim, demand, action, lawsuit, or any other legal action brought by your personnel, you, a property owner or their representative, or any other party against any of the SPECTRUM Parties arising directly or indirectly out of, related to, or in connection with (a) your use of report or Spectrum information/data; (b) the acts or omissions of the report provider; (c) our access to the Spectrum information or data and use of any Spectrum data; (d) your personnel's or your acts or omissions, whether in connection with report, or otherwise; (e) provider data; and (f) your or your personnel's breach of this Agreement or the terms of use.

8. THE SPECTRUM PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REPORT OR PURCHASED PRODUCT. THE SPECTRUM PARTIES HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO PURCHASED PRODUCT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THE SPECTRUM PARTIES DO NOT WARRANT THAT PURCHASED PRODUCT, OR ANY OTHER SERVICES WILL MEET YOUR REQUIREMENTS IN ANY RESPECT, THAT ERRORS IN REPORT DATA CAN OR WILL BE CORRECTED, OR THAT THE INFORMATION OTHERWISE DERIVED FROM YOUR USE OF THE REPORT, WILL BE ACCURATE, COMPLETE, OR RELIABLE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DECISIONS YOU MAKE BASED ON YOUR USE OF THE REPORT. INFORMATION TRANSMITTED OVER, AND STORED IN SYSTEMS CONNECTED TO, THE INTERNET IS INHERENTLY INSECURE, AND THE SPECTRUM PARTIES DO NOT MAKE ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE INFORMATION YOU PROVIDE TO US IN CONNECTION WITH THIS AGREEMENT. THE SPECTRUM PARTIES DO NOT MAKE ANY WARRANTY THAT OUR SYSTEMS WILL BE FREE FROM VIRUSES, HARMFUL CODE, OR ANY OTHER UNAUTHORIZED ACCESS, AND NO SPECTRUM PARTY WILL HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY SUCH UNAUTHORIZED ACCESS. NO SPECTRUM PARTY SHALL HAVE RESPONSIBILITY OR LIABILITY FOR ANY LOSS CAUSED BY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RESULTING TO YOUR MOBILE DEVICE OR NETWORK. WITHOUT LIMITING THE FOREGOING, NO SPECTRUM PARTY WILL HAVE ANY LIABILITY TO YOU IN RELATION TO THE REPORT. YOU ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT AND CONSIDERATION TO SPECTRUM TO GRANT THE RIGHTS CONTAINED IN THIS AGREEMENT AND TO FACILITATE YOUR REGISTRATION THE REPORT.

9. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers, limitations, and exclusions may not apply to you. To the extent that a SPECTRUM Party may not, as a matter of applicable law, disclaim any warranty, or limit or exclude any liability, the scope and duration of such warranty and the extent of the SPECTRUM Party's liability shall be the minimum permitted under such applicable law.

10. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida.

### Exhibit 3

#### Third Party Product Terms Regarding Reports from LMJ Supplements, LLC dba Claim Connection

With respect to Reports from LMJ Supplements, LLC, an Ohio limited liability company, dba Claim Connection (and the content included in such Reports), you hereby accept and agree to comply with the following Third Party Product Terms:

Last updated: October 16, 2023

#### END USER TERMS AND CONDITIONS

These End User Terms and Conditions ("Terms") set forth the terms and conditions governing your use of the reports and information (the "Service") provided by LMJ Supplements, LLC, an Ohio limited liability company, dba Claim Connection ("LMJ"). By accessing or using the Service, you agree to be bound by these Terms.

- 1. Release from Liability and Claims for Damages.** By using the Service, you acknowledge and agree that LMJ and its affiliates, agents, employees, officers, directors, and contractors shall not be liable for any direct or indirect damages, losses, or injuries resulting from the use of the Service, including but not limited to any errors, inaccuracies, or omissions in the Service. You further hereby waive and release any and all claims for damages, including but not limited to consequential, incidental, indirect, special, or punitive damages, arising out of or in connection with the use of the Service or these Terms.
- 2. Assumption of Risk.** You acknowledge that the use of any software, application, or technology may involve certain risks, including but not limited to security risks, data loss risks, and hardware/software compatibility risks. You further acknowledge that the Service is provided based upon criteria selected by contractors to LMJ or information provided by contractors to LMJ and that LMJ is providing the Services based upon such criteria and information. You voluntarily assume all such risks associated with the use of the Service.
- 3. No Warranty.** The Service is provided on an "as is" and "as available" basis without any warranties or representations of any kind, whether express, implied, or statutory. LMJ disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or usage of trade.
- 4. Indemnification.** You agree to indemnify, defend, and hold LMJ harmless from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Service, any violation of these Terms, or any unauthorized access to or use of the Service.
- 5. Modifications to the Terms.** LMJ reserves the right to modify these Terms at any time without prior notice. Your continued use of the Service after any such changes will constitute your acceptance of the modified Terms.
- 6. Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action or proceeding arising out of or relating to these Terms or the use of the Service shall be exclusively brought in the state or federal courts located in Franklin County, Ohio. By using the Service, you hereby consent to the personal jurisdiction and venue of such courts and waive any objections to the exercise of jurisdiction over you by such courts on grounds of forum non conveniens or any other basis.
- 7. Entire Agreement.** These Terms constitute the entire agreement between you and LMJ regarding the use of the Service, superseding any prior agreements or understandings. By using the Service, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree with any part of these Terms, you should discontinue the use of the Service immediately.