# **Privacy Policy**

Last Updated: June 30, 2018

This Privacy Policy ("Privacy Policy") is designed to help you understand how Edge Solutions collects and processes the information that you share when you use this and any of our websites (together, the "Site".)

Before submitting information to the Service, please review this Privacy Policy carefully. By using or accessing the Service, you accept the practices described in this Privacy Policy. If you prefer that we not collect and process information about you, please do not provide it to us and do not access the Service.

#### Information We Collect

We collect the following information, including:

- Personal Information You Share With Us: "Personal Information" is information
  that can personally identify you, such as your name, email address and
  telephone number. We maintain one or more databases to store your Personal
  Information and may retain it as reasonably required to serve you and operate
  the Service. Personal Information that we collect depends on how you use the
  Service. Providing your Personal Information to us is your choice. If you choose
  not to provide us with certain Personal Information, you may not be able to take
  advantage of certain features of the Service; and
- Information We Collect Automatically: When you visit the Service, we may
  automatically collect identifier and other technical information, such as your
  browser information, operating system information, device information, TCP-IP
  address and the date, time, length of stay and specific pages accessed during
  your visits to the Service ("Online Information").

## Registering for the Service

If you register to use the Service, we may collect Personal Information including your name, email address, and telephone number.

You may also register for the Service using another service, such as Facebook. If you create your Edge Solutions account by connecting through another service, you are authorizing us to use public information from that connected account to help complete your Edge Solutions profile. Please remember that the manner in which the service uses, stores, and discloses your information is governed solely by the policies of such service. We recommend that you review the terms and policies of that service, including its privacy and data gathering practices. Edge Solutions shall have no liability or responsibility for the privacy practices or other actions of any third party service provider or any other third-party site or service that may be enabled within the Service.

You may review, update, or modify your account information, including profile and contact information, at any time by logging into your Edge Solutions account. You may also permanently delete your account by contacting us.

### **Online Identification Tools**

Like many website providers, we use your IP address to help diagnose problems with our server and provide a better web experience. Your IP address is used to help identify you and your shopping cart and gather Online Information.

We use web beacons (a.k.a. clear GIFs, web bugs or pixel tags) to personalize your experience of the Service and to generate information about Service traffic and trends. Web beacons collect Online Information, such as the type of browser that you use and your IP address. Web beacons may be used alone or in conjunction with cookies; when web beacons are used with cookies, they may link Online Information to other Personal Information that you have provided to us. Web beacons usually are not visible to you.

We also use cookies to keep track of your shopping cart and for other purposes like personalizing the Service. A cookie is a small file stored by your internet browser on your computer. A "session cookie" stores temporary information that is erased when you close your web browser or turn off your computer. A "persistent cookie" enables the

Service to recognize you when you return to it and remains stored on your computer until you delete it. Your web browser is usually set up to initially accept cookies. If you set your browser to reject cookies, the Service will not be able to recognize your account or to personalize the content that you see. A "flash cookie," also known as a "local storage object," is not stored in your browser, unlike other cookies, and instead placed on your computer by websites that use Adobe Flash. You may disable flash cookies via your Flash Player preferences or by using third-party software. We do not and cannot use cookies to gather other information that may be stored on your hard drive.

Third-party advertising management partners may help us display tailored content to our customers' interests and serve interest-based advertising on our behalf. Edge Solutions and our advertising management partners may use cookies, web beacons and other tools to collect Online Information about your activities on the Service, to deliver advertising on the Service or elsewhere on the Internet based upon your interests that may be more relevant to you and to measure effectiveness of our marketing efforts and the Service. In particular, Edge Solutions may use Google Analytics to monitor activity on the Site and assist with advertising. To learn how Google Analytics collects and processes data, please visit: "How Google uses data when you use our partners' sites or apps" located at <a href="https://www.google.com/policies/privacy/partners.">www.google.com/policies/privacy/partners.</a>

You may "opt out" of receiving some interest-based advertisements by following the instructions at <a href="www.aboutads.info/choices">www.aboutads.info/choices</a> or<a href="www.networkadvertising.org/choices/">www.networkadvertising.org/choices/</a>. (An "opt-out cookie" will be placed on your computer indicating that you do not want to receive interest-based advertisements. If you delete cookies on your computer, you will need to opt-out again.) You may opt out of certain interest-based advertisements that use Edgesolutionsllc.net's cookie. To learn more about cookies in general, including how to manage and delete cookies, visit <a href="www.aboutads.info">www.aboutads.info</a>.

Opting out of receiving interest-based advertisements through the links above does not mean you will no longer see digital advertisements from Edge Solutions or our ad management partners; rather, opting out means that most of the digital advertisements that you do see will not be based on your particular interests. In addition, certain data collection tools on the Service (including cookies) still may collect information about your use of the Service, such as for analytics and fraud prevention.

## **How We Respond to Do Not Track Signals**

Some web browsers (including Safari, Internet Explorer, Firefox and Chrome) incorporate a "Do Not Track" ("DNT") or similar feature that signals to websites that a user does not want to have his or her online activity and behavior tracked. If a website that responds to a particular DNT signal receives the DNT signal, the browser can block that website from collecting certain information about the browser's user. Not all browsers offer a DNT option and DNT signals are not yet uniform. For this reason, many digital service operators, including Edge Solutions, do not recognize or respond to DNT signals.

## **Third Party Features**

The Service also may include an activity feed, social media buttons and widgets, such as the Facebook "Like" button or the "Share This" button. These features may collect and display your Personal Information, your IP address and the page you are visiting on the Service and may set a cookie to enable the feature to function properly. These features are either hosted by a third party or hosted directly on the Service and your interactions with them are governed by the privacy policy of the third party that provides the feature.

### **Use of Service via Mobile Device**

If you use the Service through your mobile device, we may collect your geo-location information to assist us in fulfilling your order. We will not share this information with third parties and will only use this information for the sole purpose of fulfilling your order. You may at any time prevent the Service from using your location by turning this option off at the device level.

When you use the Service through your mobile device, we also collect device type and UUID, a unique identifier generated within the App, and store this information in log files. We use this information to provide you with the most up to date application and

features, or to advertise or promote products or services to you that are applicable to your device type.

# **Third-Party Links**

We may provide links to third-party websites that we do not own or control. We are not responsible for the information collection practices of any website that we do not own or control. We encourage you to review and understand the privacy practices of third-party websites before providing any information to or through them.

## **How Your Personal Information is Used, Processed and Disclosed**

Except as specified in this Privacy Policy, Edge Solutions does not rent, sell, trade or disclose your Personal Information to third parties without your prior consent. Edge Solutions may, however, use, process and disclose Personal Information to:

- send information to customers about orders;
- fulfill your orders;
- process and collect your payments;
- administer "Promotions" and other customer loyalty programs;
- send you promotional marketing material about Edge Solutions company and partners;
- produce content for our activity feed feature;
- customize, analyze, adjust and improve the Service to better meet your needs;
- execute a sweepstakes, contest or other promotion;
- enforce Edge Solutions agreements with you;
- provide you with important administrative information regarding the Service, such as changes to this Privacy Policy and our Terms of Use, promotional programs and other policies;
- prevent fraud and other prohibited or illegal activities; and
- comply with potential requests of law enforcement or data protection agencies.

When possible, Online Information may be combined and/or linked to other Personal Information that you provided to us, in accordance with the purposes specified above.

We may use your deidentified Personal Information and Online Information to prepare anonymized, aggregated data about our users ("Anonymized Data"). We may provide third parties with Anonymized Data in describing the Service to prospective partners, advertisers and other third parties, and for all other lawful purposes. As communicated to third parties, the Anonymized Data does not include any information permitting the recipient to identify, locate or contact you.

## **Third Party Service Providers**

Edge Solutions employs other companies and individuals to perform functions on our behalf, such as fulfilling orders, delivering packages, sending postal mail and e-mail, serving ads on our behalf, providing search results and links, and processing credit card payments. These third-party service providers have access to Personal Information needed to perform their functions but may not use it for any other purpose.

## **Acquisition of Edge Solutions**

In the event that a store, division or part or all of Edge Solutions (or the assets of a Edge Solutions entity) is bought, sold or otherwise transferred, or is in the process of a potential transaction, customer information will likely be shared for evaluation purposes and included among the transferred business assets.

## **Information Sharing for Marketing Purposes**

To provide you with information about products and services that may be useful to you, we may partner with select reputable organizations whose privacy policies we believe are consistent with ours. Such organizations may include other retailers and magazine publishers. Through these arrangements, we may share, exchange, cross-reference and/or rent your name and mailing address.

If you do not want us to share your Personal Information with third parties for marketing purposes, please contact us. Immediately after your request has been processed, your information will no longer be shared with any third party for marketing purposes.

## Blogs, Reviews and Forums

The Service also may from time to time offer publicly-accessible blogs, customer reviews or forums. Any information you provide in these areas may be read, collected and used by others who access them. To request removal of your Personal Information from blogs, customer reviews or forums, please contact us. Please note that in some cases we may be unable to remove your Personal Information.

## **Inviting Others**

You may choose to invite someone else to use the Service by providing his or her name and email address. We may use this information to send invitations to such individuals, to track the results of such invitation referrals, and to confirm qualifying orders attributable to your registered account. Anyone who receives an email invitation to use the Service may opt out of receiving such emails in the future by following the opt-out instructions in the email. We take commercially reasonable steps to implement all opt-out requests promptly, but those who opt out may still receive communications from us as we process the opt-out request, or as required for order processing and other purposes.

### Retention of Personal Information

Edge Solutions retains Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by applicable law.

## **Accessing and Updating Your Personal Information and Preferences**

## **Modifying or Deleting Your Personal Information**

If you would like to modify or delete your Personal Information, please contact us with clear instructions about what you would like to be modified or deleted. We will respond to your request promptly.

## **Changing Your Subscription Preferences**

If you tell us that you do not want us to use your Personal Information to contact you, Edge Solutions will respect your wishes. If you are a registered user, you may change your preferences to receive or not to receive email or other communications from us by logging in to your account and indicating those preferences on the "My Account" section of our Service.

You may also instruct Edge Solutions to stop sending you emails, newsletters or other information by following the 'unsubscribe' instructions provided in the email. Edge Solutions may, however, continue to use your Personal Information to contact you to service your account or as otherwise authorized by law. Please note that if you use more than one name or e-mail address when communicating with Edge Solutions or using the Service, you may continue to receive communications from Edge Solutions to any name and/or email address not specified in your opt-out request.

#### Information for Visitors From California and Outside of the United States

## **Your California Privacy Rights**

This privacy policy describes how we may share your information, including for marketing purposes. California residents are entitled to request and obtain from Edge Solutions once per calendar year information about any of your personal information shared with third parties for their own direct marketing purposes, including the categories of information and the names and addresses of those businesses with which

we have shared such information. To request this information and for any other questions about our privacy practices and compliance with California law, please contact us.

# Right to Removal of Posted Information--California Minors

If you are under 18 years of age, reside in California, and have a registered account with Edge Solutions, you have the right to request removal of unwanted information that you publicly post on the Service. To request removal of such information, you can contact Edge Solutions as provided below. Upon receiving such a request, Edge Solutions will make sure that the information is not publicly available on the Service, but the information may not be completely or comprehensively removed from our systems and databases.

### Visitors from Outside of the United States

The Service is hosted in the United States. If you are visiting the Service from outside the United States, your information may be transferred to, stored and processed in the United States in accordance with this Privacy Policy and applicable US laws. Please note that data protection and other applicable laws of the United States may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the data protection or consumer protection laws in your country. By using the Service, you consent to transfer of your information to our facilities as described in this Privacy Policy.

## **Information Security**

We have instituted reasonable safeguards to help ensure that information collected is secure. We also take reasonable steps to ensure that third parties who work with us to make the Site (including the software, applications and services provided on the Site) available to you agree to protect personal information that they must access in order to serve you and to honor your preferences about contacts you receive.

When you send or otherwise transmit your sensitive information (such as your credit card number) to or though the Sites, your sensitive information is encrypted and protected with SSL, the current industry-standard encryption protocol. When you are on an SSL-protected page, a picture of a closed lock appears at the bottom or top of some web browsers. Another way to tell if you are on a secure page is to check the URL or address of the page. (Look in the address box or right-click on the page and select "Properties".) These secure SSL-encrypted pages have URLs that start with "https://" instead of "http://".

Please understand, however, that it is possible for third parties to access information despite our efforts. Without limiting the terms of our Terms of Use and this Privacy Policy, you understand that we do not guarantee that your use of the Site and/or information provided by you will be private or secure and we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Site. You also understand that any information provided by you or collected by us or our agents in connection with your use of the Site will be used in the manner described in our Terms of Use. Please do not use the Site if you do not agree to the terms and conditions described in this Information Security section.

If you have any questions about security of the Site, please contact us.

# **Changes to our Privacy Policy**

We may occasionally update this Privacy Policy to reflect changes in our practices. When we post modifications to this Privacy Policy, we will revise the "Last Updated" date at the top of this web page. The modified Privacy Policy will be effective immediately upon posting on the Service. Your continued use of the Service after the posting of the modified Privacy Policy constitutes your agreement to abide and be bound by it. If we make any material change, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Service prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices. If you object to any modification, your sole recourse is to stop using the Service.

# **Questions About our Privacy Policy**

If you have questions about this Privacy Policy or Edge Solutions generally, please contact us. You can also send us physical mail to:

**Edge Solutions** 

Attention: Legal Department

35913 St. Clair Dr.

New Baltimore, MI 48047

Terms of Use

Last Updated: June 30, 2018

Welcome to Edgesolutionsllc.net!

Edge Solutions ("Edge Solutions", "we" or "us") provides this and other websites (including applications and other online services that are accessible through various desktop, tablet and mobile web browsers from time to time) (collectively, "Sites") subject to your compliance with these Terms of Use.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITES. These Terms of Use constitute an agreement between Edge Solutions and you. We recommend that you print out a copy of these Terms of Use for your records.

By using the Sites, you affirm that you are able and legally competent to agree to and comply with these Terms of Use. If you do not agree to these Terms of Use or if you are not legally competent to agree to them, then you may not use the Sites.

Please note that these Terms of Use contain provisions that govern the resolution of claims between Edge Solutions and you. Please see the Legal Disputes section for complete details.

# **Privacy & Security**

<u>Please review our Privacy Policy</u>, which is incorporated into these Terms of Use and also governs your use of the Sites. To the extent there is a conflict between the terms of the Privacy Policy and these Terms of Use, the Terms of Use govern.

Information security is important to Edge Solutions We have established appropriate physical, electronic and managerial safeguards to protect the information that we collect from or about our users. Edge Solutions does, however, reserve the right at all times to disclose any information as Edge Solutions deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

# Changes

Edge Solutions reserves the right, at any time, to change these Terms of Use, our Privacy Policy and/or the Sites. Your use of the Sites following any such change constitutes your agreement to follow and be bound by the Terms of Use and/or Privacy Policy as revised. The revised Terms of Use and/or Privacy Policy supersede all previous versions, notices or statements regarding the Sites. If we request, you agree to sign a non-electronic version of these Terms of Use.

We will notify you of any change to these Terms of Use by updating the "Last Updated" date at the top of this webpage.

## **Intellectual Property Rights**

The Sites contain valuable trademarks and service marks owned and used by Edge Solutions, including but not limited to, Edge Solutions, the Edge Solutions design logo (collectively, the "**Edge Solutions Marks**"). Any use of the Edge Solutions Marks without the prior written permission of Edge Solutions is strictly prohibited. The

arrangement and layout of the Sites, including but not limited to, the Edge Solutions Marks, images, text, graphics, buttons, screenshots, video, digitally downloadable files, and other content or material (collectively, the "**Site Content**"), are the sole and exclusive property of Edge Solutions.

UNAUTHORIZED COPYING, REPRODUCTION, MODIFYING, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, MAKING DERIVATIVE WORKS OF OR DUPLICATING ALL OR ANY PART OF THE SITES IS PROHIBITED.

Edge Solutions uses a network of independent product and content suppliers, distributors and other such third parties to supply some of the products and content advertised on the Sites. All other trademarks, service marks, product names, package designs and company names or logos associated with these product and content suppliers, distributors and other such third parties that are not owned by us but appear on the Sites are the property of their respective owners.

## **User-Generated Content**

From time to time, the Sites permit the submission of content, such as comments, blogs and product reviews, generated by you and others users ("**User Content**").

You are solely responsible for your own User Content and the consequences of posting or publishing it. Any User Content or other material, information or ideas that you submit to or post or publish on the Sites is non-confidential and non-proprietary.

By submitting User Content, you represent and warrant to Edge Solutions that: (i) your User Content does not violate any copyright, trademark, trade secret, patent or other intellectual property right, any right of privacy or publicity of any third party or any applicable law, rule or regulation, (ii) you own or have the legal right to use and authorize Edge Solutions to use your User Content, including written consent to use of any product or the name, voice, likeness or any other applicable personal rights of each identifiable person featured or referenced in your User Content and (iii) your User Content does not violate Edge Solutions's *Acceptable Use Policy* set forth below.

As between you and Edge Solutions, you will retain all of your ownership rights in and to your User Content. By submitting User Content to Edge Solutions, you hereby grant to Edge Solutions a perpetual, worldwide, non-exclusive, irrevocable, royalty-free,

sublicensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your User Content, in whole or in part, including future rights that Edge Solutions (or its successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed. You also hereby grant each user of the Sites a non-exclusive license to access your User Content through the Sites and to use, access, watch, reproduce, distribute, transmit, forward, display and perform such User Content in whole or in part, to the extent permitted by the Sites under these Terms of Use.

Edge Solutions does not endorse any User Content or any opinion, recommendation, or advice expressed therein. Edge Solutions reserves the right but is not obligated to monitor User Content or other content sent to or through the Sites. Edge Solutions has the right to refuse, remove or delete any User Content and/or to terminate any user's access to the Sites if Edge Solutions determines, in its sole and absolute discretion, that such User Content or user violates or has violated these Terms of Use. Edge Solutions takes no responsibility for User Content.

## #EdgeSolutions Usage

BY USING #EDGESOLUTIONS, EACH USER AGREES TO PROVIDE EDGE SOLUTIONS WITH AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE THE UPLOADED IMAGE(S) IN ANY AND ALL MARKETING MATERIALS, ON SPONSOR'S WEBSITES, AND THROUGH ALL SOCIAL MEDIA CHANNELS. EACH USER REPRESENTS AND WARRANTS THAT UPLOADED IMAGES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHTS AND TRADEMARK RIGHTS.

## **Acceptable Use Policy**

By submitting User Content and otherwise using the Sites, you agree not to: (i) submit any User Content that is protected by or otherwise subject to any third party intellectual property or proprietary rights (including any privacy and publicity rights) unless you own

or have permission from the rightful owner of such rights to post such User Content and to grant Edge Solutions all of the rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or racially, ethnically or otherwise objectionable; (iii) use the Sites to harm any person or entity, including Edge Solutions; (iv) impersonate any person or entity, including but not limited to, a representative of Edge Solutions, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Sites; (vi) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail or any other form of solicitation; (vii) upload, post, e-mail or otherwise transmit any content that contains computer viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Sites or any other computer software or hardware or telecommunications equipment; (viii) intentionally or unintentionally violate any applicable local, state, national or international laws, rules or regulations, including but not limited to those promulgated by the U.S. Federal Trade Commission, U.S. Securities and Exchange Commission; (ix) collect, store or use personal information about other users of the Sites without their consent; (x) use the Sites (including through submission of User Content) to disparage or make unsubstantiated claims about any person, third party or its/their products or services; (y) use any of the Sites in any manner that could overburden or impair any of the Sites or the networks or systems connected to the Sites; and/or (z) use any device, software or instrumentality to interfere with the proper working of the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.

You also agree that you will not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. Edge Solutions reserves the right to investigate occurrences which may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

## **Order Acceptance**

The receipt of an order number or an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Edge Solutions reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse

service to any customer. Verification of information may be required prior to the acceptance of an order. Prices and availability of products on the Sites are subject to change without notice. Errors will be corrected when discovered and Edge Solutions reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted). Certain orders constitute improper use of the Sites and the Edge Solutions Promotions Program. Edge Solutions reserves the right, at its sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at Edge Solutions's sole discretion. Items purchased pursuant to a quantity discount may be re-priced upon cancellation.

### **About Our Prices**

Where a product listing on our Site references a higher price, typically denoted by a strikethrough (e.g. "\$299"), such higher price represents the retail price suggested by the manufacturer or supplier. In the absence of a price suggested by the manufacturer or supplier, this price represents the highest price at which we offered or sold the product at some point in the past. The "Sale" tag on a product listing on our Site signifies that we are selling the product at a discount from a price in the previous days.

## **Links to Other Websites**

The Sites may contain links to third-party websites ("**Other Sites**") that are not under Edge Solutions's control. Edge Solutions makes no claim and accepts no responsibility regarding the quality, nature or reliability of the Other Sites that are accessible by hyperlinks from the Sites or link to the Sites. Edge Solutions provides these links to you as a convenience and the inclusion of any link does not imply endorsement by Edge Solutions of Other Sites or any association with the operators of such Other Sites. You are responsible for viewing and abiding by the privacy statements and terms of use posted at any third-party sites.

#### **Mobile Devices**

If you use a mobile device to access pages of the Sites optimized for mobile-viewing, opt in to receive SMS (text messages) from Edge Solutions (as/when available), the following additional terms and conditions ("**Mobile Terms**") also apply to you. Your access to the Sites via your mobile device confirms your agreement to these Mobile Terms, as well as the rest of the Terms of Use.

By opting in, you agree to receive promotional SMS text messages on your mobile device. Your consent is not required as a condition of purchasing any goods or services from Edge Solutions By agreeing to receive SMS messages from Edge Solutions, you certify that you are over 18 years of age and (a) you are the mobile account holder or (b) you have the account holder's permission to enroll the designated mobile phone number and can incur any mobile message or data charges. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Sites. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You understand that wireless through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise.

### **Notice to California Residents**

California Proposition 65 requires that special warnings be provided when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. These warnings relate to some but not all tools and chemicals. Please call us prior to ordering if you have any questions regarding the safety of these products.

Pursuant to California Civil Code Section 1789.3, Edge Solutions provides users of the Sites with the following notice: You may report complaints to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

#### **Notice to Louisiana Residents**

Edge Solutions does not collect Louisiana sales or use tax. Your purchase is subject to Louisiana use tax unless it is specifically exempt, and there is no exemption specifically based on the fact that a purchase is made over the internet, by catalog, or by other remote means. Louisiana law requires that use tax liability be paid annually on the Louisiana individual income tax return, or through other means as may be required by the Louisiana Secretary of Revenue.

### **Notice to Oklahoma Residents**

Edge Solutions is not required to collect and does not collect Oklahoma sales or use tax. Your purchase is subject to Oklahoma use tax unless it is specifically exempt from taxation. Your purchase is not exempt merely because it is made over the internet, by catalog, or by other remote means. The State of Oklahoma requires Oklahoma purchasers to report all purchases that were not taxed and pay tax on those purchases. The tax may be reported and paid on the Oklahoma individual income tax return [Form 511] or by filing a consumer use tax return [Form 21-1]. The referenced forms and corresponding instructions are available on the Oklahoma Tax Commission website, www.tax.ok.gov.

#### **Notice to South Dakota Residents**

Edge Solutions is not required to collect and does not collect South Dakota sales or use tax. Your purchase is subject to state use tax unless it is specifically exempt from taxation. Your purchase is not exempt merely because it is made over the internet, by catalog, or by other remote means. The state requires each South Dakota purchaser to report any purchase that was not taxed and pay tax on the purchase. The tax may be reported and paid on the South Dakota use tax form. The use tax form and corresponding instructions are available on the South Dakota Department of Revenue website.

#### **Notice to Vermont Residents**

Edge Solutions is not required to collect and does not collect Vermont sales or use tax. Your purchase is subject to Vermont use tax unless it is specifically exempt from taxation. Your purchase is not exempt merely because it is made over the internet, by catalog, or by other remote means. The state requires each Vermont purchaser to report any purchase that was not taxed and pay tax on the purchase. The tax may be reported and paid on the Vermont use tax form. The use tax form and corresponding instructions are available on the Vermont Department of Taxes website.

## **Communications with Edge Solutions**

For all communications made to or with Edge Solutions, including but not limited to feedback, questions, comments, suggestions and the like: (i) you will have no right to confidentiality in your communications and Edge Solutions will have no obligation to protect your communications from disclosure; (ii) Edge Solutions will be free to reproduce, use, disclose and distribute your communications to others without limitation; and (iii) Edge Solutions will be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information.

# **Legal Disputes**

YOU AND Edge Solutions AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and Edge Solutions, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, **Edge Solutions**) arising from or relating to these Terms of Use and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms of Use, including disputes about the validity, scope or enforceability of

this arbitration provision (collectively, "Covered Disputes") will be settled by binding arbitration administered by the American Arbitration Association (AAA). Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advanced written notice of its intent to file for arbitration. Edge Solutions will provide such notice by e-mail to your e-mail address on file with Edge Solutions and you must provide such notice by e-mail.

During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitrator will apply applicable law and the provisions of these Terms of Use and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. Edge Solutions and you agree that any Covered Dispute hereunder will be submitted to arbitration on an individual basis only. Neither Edge Solutions nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative or private attorney general arbitration). These Terms of Use and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA) and, where otherwise applicable, by the laws of the Commonwealth of Massachusetts.

#### **Termination**

Your ability to access and use the Sites remains in effect until terminated in accordance with these Terms of Use. You agree that Edge Solutions, in its sole discretion, may terminate your account and your use of the Sites and may remove and delete your User Content if Edge Solutions believes that you have violated or acted inconsistently with these Terms of Use or for any other reason. Edge Solutions also may in its sole discretion and at any time discontinue providing the Sites, or any part thereof, with or without notice. You agree that any termination of your access to the Sites may be effected without prior notice and you acknowledge and agree that Edge Solutions may

bar any further access to the Sites. Further, you agree that Edge Solutions will not be liable to you or any third-party for any termination of access to the Sites.

You may terminate your account by sending a letter stating your intention to Edge Solutions, 35913 St. Clair Dr., New Baltimore MI 48047 Att:Service, with the subject line "Termination Request".

The provisions of the Intellectual Property Rights, User-Generated Content, Acceptable Use Policy, Disclaimer of Warranties, Indemnity, Limitation of Liability, Legal Dispute sections, together with and any other rights and obligations which by their nature are reasonably intended to survive such termination, will survive any termination of these Terms of Use.

# **Right to Access**

YOU MUST BE AT LEAST AGE 13 TO USE THE SITES. By using the Sites, you affirm that you are over age 13. If you are under age 13, you may not access or use the Sites.

IF YOU ARE A PARENT OR GUARDIAN THAT PROVIDES CONSENT TO YOUR TEENAGER'S REGISTRATION WITH AND USE OF THE SITES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH TEENAGER'S USE OF THE SITES.

# Outages

Edge Solutions periodically schedules system downtime for the Sites for maintenance and other purposes. Unplanned system outages also may occur. You agree that Edge Solutions has no responsibility and is not liable for: (a) the unavailability of any of the Sites; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, mis-delivery or non-delivery of data, information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting any of the Sites, any Internet service providers or otherwise.

#### **Jurisdictional Issues**

The Sites are operated by Edge Solutions from its offices in New Baltimore, Michigan, USA. The Sites are intended for users who reside in the United States of America. Edge Solutions makes no representations or warranties that the Sites or any materials contained in them are valid, appropriate or available for use outside of the United States. If you access and use the Sites outside the United States, you do so at your own risk and are responsible for compliance with applicable local laws. Edge Solutions reserves the right to limit the availability of the Sites and/or the provision of any service, program or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion.

### **General Information**

No waiver of any provision or any breach of this Agreement will constitute a waiver of any other provisions or any other or further breach. In the event that any provision of this Agreement is determined to be illegal or unenforceable, the balance of the Agreement shall continue to be fully valid, binding, and enforceable. These Terms of Use set forth the entire Agreement between you and Edge Solutions with respect to use of the Sites and supersede any prior agreements between you and Edge Solutions relating to such subject matter. The Terms are not assignable, transferable or sublicensable by you except with Edge Solutions's prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use. Any heading, caption or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Edge Solutions's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of Edge Solutions's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by Edge Solutions with respect to such use. A printed version of these Terms of Use and of any notices given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records

originally generated and maintained in printed form. The parties agree that all correspondence relating to these Terms of Use must be written in the English language.

# **Violations**

Please report any violations of these Terms of Use to the system administrator calling us.

# Questions?

If you have questions, comments or complaints about these Terms or the Sites, please contact us. (please reference "Questions about the Sites").