TERMS AND CONDITIONS OF SALE

ONLINE PURCHASE OF AMELIA ENTERPRISES, Inc., DBA BUILT WITH FOAM

(CONSUMERS)

Effective Date: November 1, 2019

The following terms and conditions of sale (the “Terms of Sale”) apply to any product (each a “Product”) ordered from or purchased through the website located at [www.Builtwitfoam.com](http://www.BUILTwithFOAM.com) (the “Website”). By using the Website to place any order for any Product(s) (an “Order”), you hereby accept and agree to be bound by the Terms of Sale, which are a legally binding agreement between you and Amelia Enterprises, Inc., hereinafter referred to as “Built With Foam”.

Orders placed through the Website are to be made for lawful purposes only. By submitting an Order, you represent that you have capacity and authority to commit to these Terms of Sale and that the Order is being placed for lawful purposes.

THESE TERMS OF SALE CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS DISCLAIMERS, LIMITATIONS OF LIABILITY, EXCLUSIONS OF LIABILITY AND OTHER PROVISIONS THAT MAY AFFECT YOUR RIGHTS AND REMEDIES. PLEASE REVIEW THESE TERMS OF SALE CAREFULLY BEFORE PROCEEDING WITH YOUR ORDER.

**1. Website; Account**

The use of the Website is governed separately by Built With Foam’s terms of service (the “Terms of Service”), and by Built With Foam’s online privacy policy (the “Online Privacy Policy”).By submitting an Order, you hereby confirm that you have read and agreed to the Terms of Service and Online Privacy Policy. In the event of any conflict between any provision in these Terms of Sale and any provision in the Terms of Service or Online Privacy Policy, these Terms of Sale shall govern with respect to the subject matter hereof.

Online purchasing is available to you through the account you create on the Website (the “Account”). By submitting an Order, you represent and warrant that: (i) you are the Account holder or an authorized representative of the Account holder, and (ii) all Account information is accurate, complete, and current. Upon any change to the information associated with the Account, including but not limited to contact information such as telephone number(s) and/or email address(es), you are solely responsible for notifying Built With Foam to ensure that the information associated with the Account is accurate, complete, and current.

You represent and warrant that you hold the account corresponding to any telephone number and any email address that you provide to Built With Foam, or that you have the account holder’s permission to use such telephone number and email address. You agree to defend, indemnify, and hold harmless Built With Foam.

 Released Parties (as defined below) (including any party initiating communications on their behalf) from and against any and all losses, actions, claims, damages, costs and expenses (including those related to or arising under the Telephone Consumer Protection Act) arising from, related to, or caused in whole or in part by (i) your provision of a telephone number or email address that you are not authorized to provide or (ii) your failure to notify Built With Foam if you change your telephone number or email address.

**2. Electronic Documents; Transaction**

You hereby agree that your submission of an Order through the Website and your participation in the electronic processes logically associated with the Order constitutes an electronic signature of this Agreement for the Order and has the same legal effect as if you signed such Agreement in ink and shall be deemed valid, authentic, enforceable, and binding.

By submitting an Order, you hereby agree that Built With Foam, its service providers, agents, and/or other parties initiating communications on its behalf may provide any communication or notification relating to the Order to you by electronic means, and you hereby consent to receive by electronic means any and all agreements, documents, disclosures, and/or notices relating to the Order and/or required to be given by applicable law (the “Electronic Communications”). You also consent that Built With Foam, its service providers, agents responding to any inquiries or communications relating to the Order, and/or other parties initiating communications on its behalf may contact you by telephonic, electronic, or other forms of communication, including but not limited to e-mail, voice call or text message (including non-marketing calls and text messages made using an automatic telephone dialing system or a prerecorded or artificial voice), fax, or other means, regardless of the format of the original inquiry. You further agree that electronic and/or recorded copies of communications are valid, and that you will not contest the validity or enforceability of such Electronic Communications or any related transmissions, absent proof of altered data or tampering.

By submitting an Order, you acknowledge and agree that all Electronic Communications will (i) have the same legal effect as signed paper communications, (ii) be considered a “writing” or “in writing”, and (iii) be deemed for all purposes to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business. You agree that all Electronic Communications and actions recorded by Built With Foam will be deemed valid and admissible originals. If you do not agree with these Terms of Sale, do not use Built With Foam’s Website. You may have the right to withdraw your consent to receive certain Electronic Communications, and, when required by law, Built With Foam will provide you with paper copies upon request. You may make such a request via info@builtwithfoam.com, or by calling 713-469-2554. If you withdraw your consent, Built With Foam reserves the right to terminate your use of the Account and/or the Website. To receive, access, and retain Electronic Communications that Built With Foam sends, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By accepting these Terms of Sale, you confirm that you are able to receive, access, and retain the Electronic Communications that Built With Foam may send. You may update your Account’s contact information www.builtwithfoam.com.

You can retain a copy of the Agreement for your records by either printing the document or saving a PDF version of the Agreement on your computer system or mobile device. You confirm that you have sufficient knowledge of the computer system or mobile device used to submit the Order to print or save a copy of these Terms of Sale and other documents relating to the Agreement. The details of the Order, together with other notifications from Built With Foam, shall be sent to the e-mail address associated with the Account.

**3. Order; Order Validation; Order Acceptance**

Before submitting an Order, you will be shown an order validation screen that shows the details of the Order (the “Order Validation Screen”). You agree to verify and confirm the accuracy of all information as it appears in the Order Validation Screen. Once you confirm and submit the Order, the foregoing shall constitute a binding offer to purchase the Product(s) identified at the prices shown in the Order Validation Screen and subject to any taxes and charges shown in the Order Validation Screen.

You cannot withdraw or cancel the Order after submitting it through the Website.

The Order shall be deemed accepted by Built With Foam only when the Website sends an order acceptance e-mail to the e-mail address associated with the Account, or if Built With Foam otherwise fulfills the Order and provides you with confirmation of the foregoing (in each case, “Order Acceptance”).

Notwithstanding the foregoing, Order Acceptance does not constitute confirmation by Built With Foam of the availability of any Product or the requested quantities of any Product. Following Order Acceptance, if it is determined that any Product is not available, Built With Foam will notify you by e-mail (or by other means of communication using the information in your Account) and refund you for the unavailable Product. Any Product in an Order that is available at the time of Order Acceptance shall be shipped in the ordinary course.

Built With Foam reserves the right, in its sole discretion, to limit quantities of any Product purchased in any particular order or by a particular person.

**4. Order Cancellation**

Built With Foam may, in its sole discretion, refuse or cancel any Order even after confirmation of Order Acceptance and even after payment for such Order has been processed. In the event of such cancellation, Built With Foam shall provide e-mail notification to the e-mail address associated with the Account (or by other means of communication using the information in your Account) and provide a refund for such refused or canceled Order.

**5. Personal Information**

By placing an Order, you consent to the collection and use of personal information about you, specifically that you have submitted an Order and completed a purchase of a Product, together with the details of the Order. Such personal information will be collected, stored, used, disclosed, and retained according to the terms and conditions of the Online Privacy Policy.

**6. Availability; Prices**

All Products listed on the Website are subject to availability. You acknowledge and confirm that in the event of any limited supply of a Product, Built With Foam may allocate such supply in its sole discretion.

Product pricing in regards of the Order is that indicated on the Order Validation Screen. Please review the foregoing carefully before to confirming the Order. In the event of any discrepancy between the pricing displayed on the Website (including pricing specified in any Content) and the pricing displayed on the Order Validation Screen, the pricing displayed on the Order Validation Screen shall apply to the Order.

All prices on the Website and the Order Validation Screen are stated in U.S. dollars and do not include applicable state and federal sales taxes or shipping and handling charges, which shall be included in the invoice for the Order and be paid by you together with payment of the underlying cost of the purchased Product.

**7. Payment Processing**

Payment for the Order will only be processed through use of a valid Visa, Mastercard, American Express, or Discover credit card (a “Credit Card”). By submitting an Order, you represent and warrant that you are the cardholder of the Credit Card or an authorized representative of such cardholder. Any payment made by Credit Card is subject to the approval and terms and conditions of the financial institution that issued the Credit Card.

You acknowledge and understand that the payment for the Order will be processed using a third party payment processor. Built With Foam will not come into possession of Credit Card information and is not responsible for any acts or omissions of the third party payment processor.

Additional forms of acceptable payment should be via PayPal.

Any refund or other credit to the Order will be applied to the Payment Method.

**8. Shipping; Delivery**

Orders accepted and confirmed by Built With Foam will be shipped as soon as commercially reasonable, subject to availability. You are solely responsible for all shipping, handling, and insurance costs, if applicable. Customers can specify a preference for ground, second day, or overnight.

Shipping charges will vary, depending on quantity and weight of the Product ordered and delivery service requested. An estimated total shipping charge will be provided in the Order Validation Screen before you confirm the Order.

**9. Ownership; Risk of Loss**

Title to and ownership of any Product purchased in conjunction with the Order will pass upon the later of (i) payment in full of the price and associated charges and costs by you, or (ii) delivery of said Product to the third party carrier retained for delivery of said Product. You assume all risks of loss or damage in regards to the Product at the time of transfer of ownership to you.

**10. Returns and Refund Policy**

If you are unhappy with the Product you purchased, you may contact Built With Foam’s customer service desk at 713-469-2554 within 10 days from the date of the invoice of the Order (as stated in Built With Foam’s records) in order to request a refund of Product that you are returning. You are solely responsible for returning the Product to Built With Foam in its original, unused state and for all related costs.

Buyer understands these are custom products. Manufacturer shall provide a refund or replacement product for manufacturer errors only.

You should consider using a trackable shipping service or purchasing shipping insurance. We cannot guarantee that we will receive your returned item.

Refunds (if applicable)

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

Late or Missing Refunds (if applicable)

If you haven’t received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you’ve done all of this and you still have not received your refund yet, please contact us at 713-469-2554 or email us at info@builtwithfoam.com.

**11. Claims**

If a purchased Product is received in a damaged condition, short shipped, misdelivered or defective, please contact Built With Foam’s customer service desk at 713-469-2554 at the time of receipt of the Order (as stated in Built With Foam’s records) in order to exchange such damaged Product. Built With Foam may require that you provide proof of such damage and may require that you return the damaged Product at Built With Foam’s cost and using such carrier as specified by Built With Foam. Following Built With Foam’s receipt of such damaged Product (or following Built With Foam’s waiver of return of the damaged Product), Built With Foam will deliver, at its sole cost, a replacement of the damaged Product or refund the price of the Product. We only replace items if they are defective or damaged in transit. If you need to exchange it for the same item, send us an email at info@builtwithfoam.com.

**12. Territorial Restriction**

Products will only be shipped to U.S. addresses. You agree not to export or resell any Product purchased through the Website outside of the United States.

**13. Warranty**

Built With Foam warrants its Products in accordance with Built With Foam’s warranties. Built With Foam warrants only for use and condition in accord with the current year TCNA Handbook for Ceramic, Glass, and Stone Tile Installation and The American National Standards Institute current standards.

PLEASE NOTE THAT SOME JURISDICTIONS MAY REQUIRE BROADER WARRANTIES THAN THE ABOVE LIMITED WARRANTIES IN CONNECTION WITH CONSUMER SALES. IN REGARDS TO CONSUMER SALES IN ANY SUCH JURISDICTION, THE ABOVE WARRANTIES WILL BE DEEMED AMENDED TO ALIGN WITH THE MINIMUM REQUIREMENTS PROVIDED UNDER SUCH JURISDICTION’S APPLICABLE LAWS.

**14. Disclaimer**

OTHER THAN THE LIMITED WARRANTIES DESCRIBED IN SECTION 13 OF THESE TERMS OF SALE, BUILT WITH FOAM HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY SORT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, DURABILITY, LEGALLY CONFORMING NATURE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, BUILT WITH FOAM MAKES NO WARRANTY REGARDING THE ACCURACY OF ANY PRICING, DESCRIPTION, PICTURES, OR COLOR OF PRODUCTS SHOWN ON THE WEBSITE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT COMMUNICATIONS THROUGH THE INTERNET AND OTHER PUBLIC NETWORKS MAY BE INTERCEPTED AND THAT ELECTRONIC COMMUNICATIONS SENT TO YOU IN REGARDS TO THE ORDER INCLUDING, WITHOUT LIMITATION, E-MAIL CONFIRMATIONS AND NOTIFICATIONS, MAY BE VIEWED AND/OR INTERCEPTED BY THIRD PARTIES. YOU ACCEPT ALL SUCH RISKS AND ALL OTHER RISKS THAT ARE INHERENT TO THE USE OF AN ELECTRONIC PLATFORM AND/OR ELECTRONIC COMMUNICATIONS THROUGH A PUBLIC NETWORK.

YOU ACKNOWLEDGE AND CONFIRM THAT THIS SECTION CONSTITUTES AN ESSENTIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND BUILT WITH FOAM AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO BUILT WITH FOAM PURSUANT TO THIS PROVISION, BUILT WITH FOAM WOULD NOT HAVE PROVIDED YOU WITH ANY RIGHT OR OTHER BENEFIT IN REGARDS TO THE WEBSITE, CONTENT, SERVICES AND/OR PRODUCTS.

PLEASE NOTE THAT CONSUMER PROTECTION LAWS IN THE JURISDICTION IN WHICH YOU RESIDE MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING DISCLAIMERS AND THAT IN SUCH CIRCUMSTANCES THIS SECTION 14 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH APPLICABLE LAWS.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE BUILT WITH FOAM WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BUILT WITH FOAM AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THE BUILT WITH FOAM WEB SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

**15. Limitation of Liability**

IN NO EVENT WILL BUILT WITH FOAM, ITS PARENT, ITS AFFILIATES, ITS DISTRIBUTORS, OR ITS AUTHORIZED DEALERS, TOGETHER WITH THEIR RESPECTIVE DIRECTORS, EMPLOYEES, CONTRACTORS, SERVICES PROVIDERS, AGENTS, LICENSORS, OR OTHER REPRESENTATIVES, (COLLECTIVELY, THE “BUILT WITH FOAM RELEASED PARTIES”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, WORK STOPPAGE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF REVENUE, LOST DATA, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REPUTATION, OR DEPRECIATION OF GOODWILL, EVEN IF A BUILT WITH FOAM RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. WITHOUT LIMITATION TO THE FOREGOING (AND ONLY IN REGARDS TO THOSE TYPES OF DAMAGES NOT EXCLUDED IN THIS SECTION (15), THE MAXIMUM LIABILITY OF THE BUILT WITH FOAM RELEASED PARTIES FOR DAMAGES RELATING TO AN ORDER SHALL NOT EXCEED THE PRICE ACTUALLY PAID FOR THE PRODUCT IN SUCH ORDER GIVING RISE TO SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION 15 CONSTITUTES AN ESSENTIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND BUILT WITH FOAM AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO BUILT WITH FOAM PURSUANT TO THIS PROVISION, BUILT WITH FOAM WOULD NOT HAVE PROVIDED YOU WITH ANY RIGHT OR OTHER BENEFIT IN REGARDS TO THE WEBSITE, ITS CONTENT, SERVICES, AND/OR PRODUCTS, NOR WOULD BUILT WITH FOAM HAVE FULFILLED THE ORDER.

PLEASE NOTE THAT APPLICABLE LAWS IN THE STATE IN WHICH YOU RESIDE MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING EXCLUSION AND LIMITATION OF LIABILITY. IN SUCH CIRCUMSTANCES, THIS SECTION 15 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH THE LAWS IN THE JURISDICTION IN WHICH YOU RESIDE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUILT WITH FOAM AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE BUILT WITH FOAM WEB SITE, WITH THE DELAY OR INABILITY TO USE THE BUILT WITH FOAM WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE BUILT WITH FOAM WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE BUILT WITH FOAM WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BUILT WITH FOAM OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE BUILT WITH FOAM WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BUILT WITH FOAM WEB SITE.

**16. Force Majeure**

If Built With Foam is prevented from fulfilling an Order due to events outside its reasonable control, including but not limited to acts of God, fire, strike, lock out, labor controversy, civil unrest, unavailability of public infrastructure, unavailability of public telecommunications networks, war, insurrection or apprehended insurrection, terrorism, quarantine, change in applicable laws, or act of government, Built With Foam reserves the right, in sole discretion, to extend the estimated delivery date to one which is reasonably practicable or to cancel the Order and offer a refund for the purchase.

**17. Governing Law; Exclusive Courts**

Any claim relating to any Order shall be governed by the laws of the State of Texas without regard to its conflict of law provisions.

In the event of a dispute between you and Built With Foam, you agree to submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of Texas or, if such court would not have jurisdiction over the matter, then only in a Texas state court sitting in the City of Houston.

You hereby waive any right you may have to (i) a trial by jury and (ii) the commencement of or participation in any class action against Built With Foam, its affiliates, its distributors and/or its authorized dealers related to the Website, the Product, and/or the ordering of the Product through the Website, and, where applicable, you also agree to opt out of any class proceedings against Built With Foam. The foregoing provision may not be enforceable pursuant to the laws in the jurisdiction in which you reside and, in such cases, the provision will be modified to comply with applicable law.

**18. Interpretation**

The division of these Terms of Sale into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Sale. In these Terms of Sale, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts, and unincorporated associations, and any other entity.

**19. Entire Agreement; Amendment**

The agreement formed by these Terms of Service, as these may be amended from time to time (and supplemented by any document incorporated by reference in these Terms of Service, including the Online Privacy Policy and the Terms of Service), and any and all other legal notices and policies on the Website, constitute the entire agreement between you and Built With Foam with respect to access to the Website.

Any purported or attempted amendment of these Terms of Sale or any inclusion of additional contractual terms or conditions by you is without effect. Likewise, any attempt by you to amend or supplement the Terms of Sale through other means of communications is without effect. In each such situation, these Terms of Sale shall continue without modification, qualification, or exception.

**20. Waiver**

No waiver of any provision of these Terms of Sale shall be binding on Built With Foam unless executed by an authorized representative of Built With Foam in writing. No waiver of any of the provisions of these Terms of Sale shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**21. Severability**

Any provision or portion of a provision of these Terms of Sale which is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction will, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity, or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions (and the remaining enforceable portion of such provision, if any) of these Terms of Sale or affecting the legality, validity, or enforceability of such provision in any other jurisdiction.

**22. Enurement**

These Terms of Sale shall enure to the benefit of Built With Foam and its respective successors and assigns.

**23. Confirmation**

By placing an Order, you acknowledge having read these Terms of Sale before accepting them, having the authority to accept these Terms of Sale, and having had the opportunity to save or print a copy of these Terms of Sale.

AMELIA ENTERPRISES, Inc., DBA BUILT WITH FOAM

WEBSITE TERMS OF USE

(END USERS)

Effective Date: November 1, 2019

The following website terms of use (“Terms of Use”) govern access to and use of the Amelia Enterprises, Inc., hereinafter referred to as “Built With Foam”, website located at  [www.builtwitfoam.com](http://www.builtwitfoam.com) (the “Website”), materials and content on or provided through the Website (the “Content”), and services available on or provided through the Website (the “Services”). The purchase of any products offered on the Website (the “Products”) are subject to Built With Foam’s terms and conditions of sale.

**1. Legally Binding Terms**

By accessing the Website, you agree to be bound by and comply with these Terms of Use (and all documents incorporated by reference in these Terms of Use), which is a legally binding agreement between you and Built With Foam Further, by accessing and using the Website, you agree to comply with all laws and regulations that may apply in regards to your access and use of the Website, the Content, and the Services.

You acknowledge and understand that certain Content and/or Services may be subject to additional terms and conditions which will be available for viewing prior to access to or receipt of such Content or Services.

Please take the time to carefully review these Terms of Use before proceeding. If you do not understand or agree to be bound by any of these terms, do not use the Website. By accessing and using the Website, you accept and consent to (i) these Terms of Use, (ii) the entering of contracts through electronic means or media, and (iii) the exchange of information and/or documents between you and Built With Foam electronically. By using the Website, you represent and warrant that you are of legal age in the jurisdiction in which you reside and otherwise have capacity to form a binding contract, and that you are not a person barred by any laws from accessing or using the Website.

THESE TERMS OF USE CONTAIN PROVISIONS THAT MAY LIMIT YOUR RIGHTS AND REMEDIES AND ALSO INCLUDE PROVISIONS THAT EXCLUDE OR LIMIT BUILT WITH FOAM’S LIABILITY. Please review these Terms of Use in their entirety. You are encouraged to save a copy of these Terms of Use for your records and for future reference by using your web browser’s print or save features.

**2. Amendments**

Built With Foam may amend these Terms of Use from time to time in its sole discretion and may do so without notice to you. Any such amendments will take effect upon being posted on the Website. Your access to or continued use of the Website following any such change constitutes your unconditional agreement to comply with and be bound by these Terms of Use as amended. For this reason, you should review the effective date of these Terms of Use (which appears at the very top of this document) each time you access the Website and, if these Terms of Use have been revised since your last visit, you should review the revised Terms of Use which will apply to your visit and use of the Website, your access to and use of any Content and/or Services.

**3. U.S. Website**

Access to the Website is for the benefit of persons residing in the United States. If you are a resident of a country other than the United States, you should determine which Built With Foam affiliate services your area and access such affiliate’s website. Do not access the Website, download any Content, or use any Services if the foregoing is prohibited by applicable laws in the jurisdiction in which you reside.

**4. Account**

Access to certain features of the Website requires the creation of an account (“Account”).

You hereby represent and warrant that all information you provide for your Account will be accurate, current, and complete. Further, you agree to update such information to the extent it becomes outdated or is otherwise no longer accurate or complete.

At all times, you must only use your Account in a legal manner in compliance with the letter and spirit of these Terms of Use. You are solely responsible for the activity that occurs in regards to your Account. It is your responsibility to choose a secure password for your Account. Do not disclose such password or provide access to it; you are solely responsible and liable for loss or damage resulting from your failure to comply with the foregoing obligation. You may change your password at any time by updating your Account. You are prohibited from using any other user’s account. If you recognize any unauthorized use of your password or your Account or any other breach of security, you must immediately notify Built With Foam in writing.

All user IDs and passwords remain the sole property of Built With Foam, and your Account may be cancelled or suspended at any time by Built With Foam without prior notice or any liability to you or any other person. Without any limitation to the generality of the foregoing, if Built With Foam, in its sole discretion, considers a password to be insecure or otherwise compromised, Built With Foam may cancel the password and/or your Account, as applicable.

You agree to promptly respond to all e-mail and other correspondence from Built With Foam which requests or requires a response from you, including without limitation communications concerning complaints or concerns regarding your use of the Website and/or the use of your Account.

You hereby agree that by creating an Account or otherwise providing your contact information to Built With Foam, you consent that Built With Foam, its service providers, agents, and/or other parties initiating communications on its behalf, may contact you by telephonic, electronic, or other forms of communication, including but not limited to e-mail, voice call or text message (including non-marketing calls and text messages made using an automatic telephone dialing system or a prerecorded or artificial voice), fax or other means regardless of the format of the original inquiry.

**5. No Agency, Franchise, Employment, Distribution or Similar Relationship**

No agency, partnership, joint venture, employment, franchise, distribution, or similar relationship is intended or created by your agreement to these Terms of Use, by your access to and/or use of the Website, Services, and/or Content.

**6. Ownership and Copyright**

All Content including, without limitation, images, pictures, illustrations, drawings, product descriptions, product brochures, instruction manuals, logos, videos, and audio recordings, is protected by copyright owned exclusively by Built With Foam or its licensors, as the case may be. Built With Foam and its licensors reserve all rights, titles, and interests in and to the Content which are not expressly granted to you under these Terms of Use. The Content may only be used for your personal and non-commercial use and may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or otherwise exploited in any way for any commercial purpose. Any modification of Content or use of Content for any other purpose is a violation of the copyrights and other proprietary rights. You are prohibited from using any Content on any other website or networked computer environment. Any rights to the Content not expressly granted herein are reserved.

Built With Foam’s names, logos, and all related product names, tradenames, service marks, trademarks, design marks, and slogans are the property of and owned by Built With Foam and are used in the United States under exclusive license by Built With Foam

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

**7. License**

Under these Terms of Use, Built With Foam grants you permission to temporarily download one copy of the Content solely for your personal, non-commercial use in the United States. Built With Foam may amend or terminate this license at any time in its sole discretion. You acknowledge and understand that you are only being provided a limited license to the Content and that this license is subject to the following restrictions:

(a) You shall not modify the Content;

(b) You shall not use the Content for any commercial purpose;

(c) You shall not create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, scrape, host, publish, broadcast, publicly display, make available to any person, or otherwise use or exploit, whether directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, whether physical, electronic or otherwise;

(d) You shall not permit, allow, or do anything that would infringe, compromise or otherwise prejudice the proprietary rights of Built With Foam or its licensors;

(e) You shall not allow any third party to access the Content;

(f) You shall not transfer the Content to another person or “mirror” the Content on any other server; and/or

(g) You shall not engage in the violation of any laws, third party rights, or published Built With Foam policies.

This license shall automatically terminate if you violate any of these restrictions.

Upon completion of your personal viewing and consultation of the Content, or on the termination of this license, you must destroy any downloaded Content in your possession, whether in electronic or printed format.

**8. Personal Information**

Personal information collected through the Website is subject to Built With Foam’s online privacy policy (the “Online Privacy Policy”) (see below). By accessing the Website, you consent to the collection, use, retention, disclosure and destruction of personal information as described in the Online Privacy Policy, as such policy may be amended by us from time to time in our sole discretion.

**9. User Generated or Supplied Comments and Content**

When you submit ideas, concepts, inventions, know-how, techniques, comments, suggestions, and/or feedback (collectively, “User Comments”) to the Website, the User Comments will become the exclusive property of Built With Foam and Built With Foam shall be entitled to collect, use, publish, retain, disclose, destroy, commercialize, and exploit the User Comments without restriction or obligation to pay any royalty or provide other consideration.

You hereby grant to Built With Foam a perpetual, unrestricted, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, host, make available to any person, commercialize, exploit, or otherwise use any information or other content you provide on or through the Website or which is sent to Built With Foam or any of its authorized dealers or distributors by email or other correspondence (collectively, “User Content”), for any purpose whatsoever. Built With Foam shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by Built With Foam in writing or required by law and Built With Foam may freely grant sublicenses to User Content or any part thereof. You also grant to Built With Foam the right to use your name and likeness in connection with any User Content that you provide.

You represent and warrant that you: (i) exclusively own any User Comments immediately prior to their submission through the Website; and (ii) have the unrestricted right to grant the license set out above in regard to the User Content.

**10. Access Restrictions**

The Website contains sections and areas that are restricted to Built With Foam personnel, consumers, affiliates, service providers, distributors, and/or authorized Built With Foam dealers. Access to certain sections and areas of the Website may also be restricted to end users who have created an Account. Therefore, not all pages and resources of the Website will be accessible to you. Notwithstanding the foregoing, access to the Website and all pages, Services and Content on the Website or accessible through the Website, and any revocation of any such previously provided access, is subject to Built With Foam’s exclusive discretion. Unauthorized access may result in civil or criminal penalties as well as the exercise by Built With Foam of any remedies or resources available to it under applicable laws.

**11. Linked Websites**

The Website contains hyperlinks to third party websites which are subject to their own respective terms and conditions of use and privacy policies. These hyperlinks are provided for convenience only and the inclusion of any link does not imply endorsement by Built With Foam of the site or any association with its operators.

. No warranties or representations are made as to third party websites, and any access to such third party websites is at your sole risk. Built With Foam does not recommend or endorse access or use of any third party website or any content, product, service, or other subject matter associated with any third party website. Built With Foam assumes no responsibility for the content, services and/or products available through any such third party website.

**12. Inappropriate Conduct**

You agree not to undertake any conduct that is illegal, abusive, or otherwise inappropriate including, without limitation, any of the following:

(a) posting material that is libelous, defamatory, obscene, pornographic, abusive, or threatening;

(b) posting personal information relating to any individual other than yourself;

(c) posting material in contravention of any contractual obligation or fiduciary duty;

(d) posting material that infringes any proprietary right of any third party including, without limitation, any intellectual property right;

(e) creating links to the Website from commercial websites;

(f) using any Built With Foam trademark, service mark, or logo in any permitted links to the Website or Content;

(g) framing of the Website or of any Content in any form and by any method;

(h) attempting to access areas of the Website, or features and services of the Website, that you are not authorized to access;

(i) engaging in activities that violate federal, state, municipal, or international law, or advocating illegal activity;

(j) using the Website to facilitate unsolicited communications or solicitation schemes not expressly permitted by Built With Foam;

(k) compromising the security of the Website or the facilities and/or resources used to operate the Website;

(l) attempting to gain unauthorized access to the Website or any private network that may be accessible through the Website, or to any Website account other than your own Account;

(m) taking any actions that may impose, as determined by Built With Foam, an unreasonable or disproportionately large load on Built With Foam’s facilities, systems, network, or telecommunications infrastructure;

(n) attempting to interfere with the proper functioning of the Website or any activities conducted on or throughout the Website;

(o) taking any measures or bypassing any automated exclusions or other measures Built With Foam has implemented to restrict access to the Website or certain Website portions, features or services;

(p) using or launching any automated system, including without limitation, “robots,” “spiders,” or any other similar technological devices which access the Website or any Website resource;

(q) using Website communication systems, including but not limited to the “share” and/or “ask a question” features relating to any proposed project or product, for any commercial solicitation purposes or for any other purpose than Built With Foam’s intended purpose of such feature;

(r) attempting to disrupt network services or services of the Website;

(s) attempting to disrupt network services or services of third party networks using the Website’s internet access service or other services and/or features;

(t) attempting to access or collect third party personal information;

(u) attempting to access or collect Built With Foam’s confidential information or confidential information of distributors, customers, and/or other dealers with which Built With Foam has been entrusted;

(v) using the Website in any way that places an excessive burden on the Website’s resources or infrastructure;

(w) interfering with other users’ use of the Website; and

(x) engaging in the harvesting or collecting information about other users of the Website, including e-mail addresses.

Violation of the foregoing obligations may result in immediate suspension or termination of your Account without notice to you as well as criminal and civil penalties as well as the exercise by Built With Foam of any remedies or resources available to it under applicable laws.

You agree that upon becoming aware of any inappropriate conduct or content on the Website, you shall report such conduct and/or content to Built With Foam immediately.

**13. Disclaimers**

THE WEBSITE, CONTENT AND SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND AND ACCESS TO AND USE OF ANY OF THE FOREGOING IS AT YOUR SOLE RISK. BUILT WITH FOAM, AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND IN REGARD TO THE WEBSITE, CONTENT, AND SERVICES INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH APPLICABLE LAWS, CURRENCY, ACCURACY, AVAILABILITY, RELIABILITY, UNINTERRUPTED USE, ERROR FREE USE (OR THAT ERRORS WILL BE CORRECTED), SAFETY, SECURE ACCESS, SECURE USE, SECURITY, MALWARE-FREE STATE, RELIABILITY, CONFORMITY WITH LEGAL REQUIREMENTS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, BUILT WITH FOAM MAKES NO WARRANTY IN REGARD TO THE ACCURACY OF ANY PRICING, DESCRIPTION OR PICTURES OF PRODUCTS SHOWN ON THE WEBSITE, AND THE COLOR OF PRODUCTS, AS SHOWN ON THE WEBSITE.

BUILT WITH FOAM IS UNDER NO OBLIGATION TO MONITOR OR UPDATE THE CONTENT. THE CONTENT MAY BE CHANGED OR REMOVED BY BUILT WITH FOAM WITHOUT NOTICE TO YOU. BUILT WITH FOAM IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. ACCESSING THE CONTENT FROM STATES OR TERRITORIES WHERE IT MAY BE ILLEGAL TO DO SO IS A VIOLATION OF THESE TERMS OF SERVICE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT CERTAIN PROCEDURES, PROCESSES, PRACTICES, METHODS, METHODOLOGIES, APPROACHES, TECHNIQUES AND INVENTIONS FORMING PART OF THE CONTENT MAY RESULT IN PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH (AND ARE NOT A SUBSTITUTE FOR PROPER TRAINING OR A SUBSTITUTE FOR CONSULTATION OR USE OF DULY QUALIFIED PROFESSIONALS) AND THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE FOREGOING ARE APPROPRIATE HAVING REGARD TO THE CIRCUMSTANCES AT HAND, AND FOR ENSURING THAT ADEQUATE SAFETY AND OTHER PRECAUTIONS ARE IN PLACE IN TERMS OF THE DELIVERY, EXECUTION OR REALIZATION OF THE FOREGOING. YOU ACKNOWLEDGE AND UNDERSTAND THAT LEGAL REQUIREMENTS IN TERMS OF RENOVATION AND CONSTRUCTION PROJECTS VARY FROM ONE JURISDICTION TO ANOTHER AND MAY CHANGE WITH THE PASSING OF TIME. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE INFORMATION EMBEDDED IN ANY CONTENT IS CONSISTENT WITH ANY REQUIREMENTS UNDER APPLICABLE LAWS AND REGULATIONS, AND IS CURRENT AND UP-TO-DATE.

The information and opinions expressed in any forum on the Website (including those for product reviews) are those of their respective authors and are not made, confirmed or endorsed by Built With Foam (or its affiliated or related entities), its distributors and/or authorized dealers. Furthermore, neither Built With Foam nor its affiliated or related entities or its content providers are responsible or liable in any manner and to any extent to any person or entity whatsoever with respect to use or reliance on such Content.

Built With Foam is not required to assess or otherwise determine the validity or legitimacy of any complaints or demands that it may receive regarding any Content, including, without limitation, any User Comments or User Content, before Built With Foam takes any remedial action that it considers, in its sole discretion, to be appropriate.

Built With Foam and its affiliates assume no responsibility or liability for the deletion or failure to store or provide access, or to properly store or provide access, to any Content (including, without limitation, any User Comments and User Content).

THROUGH YOUR USE OF THE WEBSITE AND SERVICES, YOU MAY HAVE THE OPPORTUNITY TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. ALL SUCH TRANSACTIONS ARE AT YOUR SOLE RISK. BUILT WITH FOAM IS NOT A PARTY TO ANY SUCH TRANSACTIONS AND DISCLAIMS ANY AND ALL LIABILITY REGARDING ALL SUCH TRANSACTIONS.

You are solely responsible for implementing safeguards to protect your computer system and data and you are solely responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of the Website, Content, or Services. You assume the entire risk in downloading or otherwise accessing any Content or other materials obtained from Built With Foam, the Website or third parties as part of the Services. ALTHOUGH THE WEBSITE USES ENCRYPTION IN REGARDS TO THE HANDLING OF PERSONAL OR SENSITIVE INFORMATION, THERE IS NO GUARANTEE THAT SUCH INFORMATION AND TRANSACTIONS ON THE WEBSITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THE WEBSITE, SERVICES, AND/OR THE CONTENT IS AT YOUR SOLE RISK.

YOU ACKNOWLEDGE AND CONFIRM THAT THIS SECTION 13 CONSTITUTES AN ESSENTIAL AND MATERIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND BUILT WITH FOAM AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO BUILT WITH FOAM PURSUANT TO THIS PROVISION, BUILT WITH FOAM WOULD NOT HAVE PROVIDED YOU WITH ANY RIGHT OR OTHER BENEFIT IN REGARDS TO THE WEBSITE, CONTENT, SERVICES AND/OR PRODUCTS.

PLEASE NOTE THAT CONSUMER PROTECTION LAWS MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING DISCLAIMER AND THAT IN SUCH CIRCUMSTANCES THIS SECTION 13 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH THE LAWS THAT APPLY IN THE JURISDICTION IN WHICH YOU RESIDE.

**14. Exclusions; Limitation of Liability**

BUILT WITH FOAM, ITS AFFILIATES, ITS DISTRIBUTORS AND ITS AUTHORIZED DEALERS TOGETHER WITH EACH OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, AGENTS, LICENSORS, AND OTHER REPRESENTATIVES (COLLECTIVELY, THE “BUILT WITH FOAM RELEASED PARTIES”) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES YOU OR ANY THIRD PARTY MAY SUFFER IN RELATION TO THE WEBSITE, CONTENT, SERVICES, AND/OR PRODUCTS AND THE OTHER SUBJECT MATTER OF THESE TERMS OF USE (AND ANY DOCUMENT INCORPORATED BY REFERENCE IN THESE TERMS OF USE), INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, WORK STOPPAGE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF REPUTATION, DEPRECIATION OF GOODWILL, LOSS OF USE, AND LOST DATA, EVEN IF A BUILT WITH FOAM RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE MAXIMUM LIABILITY OF THE BUILT WITH FOAM RELEASED PARTIES FOR DIRECT DAMAGES RELATING TO THE WEBSITE, CONTENT, AND/OR SERVICES WILL NOT EXCEED TEN DOLLARS ($10) IN THE AGGREGATE.

The foregoing exclusions and limitations will apply notwithstanding any failure of essential purpose of any remedy and are fundamental elements of the bargain between Built With Foam and you.

YOU ACKNOWLEDGE AND CONFIRM THAT THIS SECTION 14 CONSTITUTES AN ESSENTIAL AND MATERIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND BUILT WITH FOAM AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO BUILT WITH FOAM PURSUANT TO THIS PROVISION, BUILT WITH FOAM WOULD NOT HAVE PROVIDED YOU WITH ANY RIGHT OR OTHER BENEFIT IN REGARDS TO THE WEBSITE, CONTENT, SERVICES, AND/OR PRODUCTS.

PLEASE NOTE THAT APPLICABLE LAWS IN THE STATE IN WHICH YOU RESIDE MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING EXCLUSION AND LIMITATION OF LIABILITY AND THAT IN SUCH CIRCUMSTANCES, THIS SECTION 14 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH THE LAWS THAT APPLY IN THE JURISDICTION IN WHICH YOU RESIDE.

**15. Indemnification**

You agree to defend, indemnify, and hold harmless the Built With Foam Released Parties from and against any and all losses, actions, claims, damages, costs, and expenses (including, without limitation, legal fees, expert fees, and disbursements) (collectively, “Damages”) arising from or related to: (i) your use of the Website (regardless as to whether or not such use is permitted under these Terms of Use), including, without limitation, any User Comments and/or User Content you submit or post on the Website; (ii) your use of any Content, Services, and/or Products; (iii) any remanufacture, modification, or other change in the design or function of any Product or Product labeling; and/or (iv) your failure to update any information you have provided to Built With Foam (including any information in your Account).

You represent and warrant that you hold the account corresponding to any telephone number and any email address that you provide to Built With Foam or that you have the account holder’s permission to use such telephone number and email address. You agree to defend, indemnify, and hold harmless the Built With Foam Released Parties (including any party initiating communications on their behalf) from and against any and all Damages (including those related to or arising under the Telephone Consumer Protection Act) arising from, related to, or caused in whole or in part by (i) your provision of a telephone number or email address that you are not authorized to provide or (ii) your failure to notify Built With Foam if you change your telephone number or email address.

Built With Foam reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter subject to indemnification by you. In all events, you shall cooperate fully in the defense of any indemnified claim.

**16. Termination**

Built With Foam may, in its sole discretion, terminate your rights under these Terms of Use with or without cause. Built With Foam may terminate your rights under these Terms of Use without notice if you fail to comply with any of its terms or conditions. Any such termination by Built With Foam will be in addition to and without prejudice to other rights and remedies as may be available to Built With Foam, including injunctive relief and other equitable remedies.

You may terminate your Account by providing written notice of such termination to Built With Foam. Termination of your Account may take up to five (5) business days to take effect. Termination of your Account will not limit or otherwise qualify the application of these Terms of Use to the extent you continue to access and use the Website, Services, and/or Content following such termination. Built With Foam may retain information related to your Account, including, without limitation, personal information, in the event of potential litigation, to comply with its obligations under applicable laws or to the extent otherwise permitted under applicable laws.

Upon termination of your rights under these Terms of Use, all licenses granted to you under these Terms of Use will forthwith terminate and you must securely and permanently delete all Content in your possession or under your control. The disclaimers, exclusion of liability, limitation of liability, ownership and copyright, effect of termination, interpretation, license you have granted to Built With Foam regarding your User Content, the representations and warranties you provide, and the indemnity provision of these Terms of Use will survive the termination of these Terms of Use.

**17. Notices**

You may communicate with Built With Foam via e-mail, telephone, and/or the Website. Built With Foam may issue notices to you via these various channels, including by sending e-mail to an address you provide to Built With Foam. You agree that such notices shall have legal effect. You also agree that any notices sent by e-mail satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, Built With Foam will provide you with paper copies upon request. You may make such a request via [any of the channels listed above] . If you withdraw your consent, Built With Foam reserves the right to terminate your rights to use the Website. To receive, access, and retain the notices that Built With Foam sends via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print (or download and store) e-mails and PDF files. By accepting these Terms of Use, you confirm that you are able to receive, access, and retain the notices that Built With Foam may send.

**18. Governing Law**

Any claim relating to the Website, Services, Content, or Products will be governed by the laws of the State of Texas without regard to its conflict of law provisions.

In the event of a dispute between you and Built With Foam, you agree to submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of Texas, or, if such court would not have jurisdiction over the matter, then only in a Texas state court sitting in Harris County.

You hereby waive any right you may have to: (i) a trial by jury; and (ii) the commencement of or participation in any class action against any Built With Foam Released Party related to the Website, Services, Content, Products, and/or these Terms of Use and, where applicable, you also agree to opt out of any class proceedings against Built With Foam. The foregoing provision may not be enforceable pursuant to the laws in the jurisdiction in which you reside and, in such cases, the provision will be modified to comply with applicable laws.

**19. Interpretation**

The division of these Terms of Use into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Use. In these Terms of Use, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations, and any other entity.

**20. Entire Agreement**

The agreement formed by these Terms of Use, as these may be amended from time to time (and supplemented by any document incorporated by reference in these Terms of Use, including the Online Privacy Policy), and any and all other legal notices and policies on the Website, constitute the entire agreement between you and Built With Foam with respect to access to and use of the Website, Services, and Content, and the other subject matter of these Terms of Use (and any documents incorporated by reference in these Terms of Use).

**21. Waiver**

**No waiver of any provision of these Terms of Use will be binding on Built With Foam** unless executed by Built With Foam in writing. No waiver of any of the provisions of these Terms of Use will be deemed to be or will constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**22. Severability**

Any provision of these Terms of Use (or portion of a provision) which is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction will, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity, or unenforceability and will otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions (and the remaining enforceable portion of such provision, as the case may be) of these Terms of Use or affecting the legality, validity, or enforceability of such provision in any other jurisdiction.

**23. Enurement**

These Terms of Use shall enure to the benefit of Built With Foam’s successors and assigns.

**24. Confirmation**

You acknowledge having read these Terms of Use before accepting them, having the authority to accept these Terms of Use and having had the opportunity to save or print a copy of these Terms of Use.

ENTERPRISES, Inc., DBA BUILT WITH FOAM

ONLINE PRIVACY POLICY

(END USERS)

Effective Date: November 1, 2019

This online privacy policy ("Privacy Policy") applies to the operation of this website ([www.Built With Foam.com](https://www.schluter.com/)) (the "Website") and all associated services (collectively, the "Online Services") provided by Amelia Enterprises, Inc., hereinafter referred to as “Built With Foam”, and any of Built With Foam's affiliated companies. Built With Foam and its affiliates are committed to respecting and maintaining the privacy of information that is gathered through your access to or use of the Online Services.

This Privacy Policy applies in regards to information about you that is collected in conjunction with your access to or use of the Online Services. Built With Foam, will treat the information collected via the Online Services in accordance with the terms of this Privacy Policy, now and as it may be amended by Built With Foam.

By accessing the online services you hereby consent to the collection, use, disclosure, and retention of information as described in this Privacy Policy, now and as it may be amended by Built With Foam.

The Online Services are not directed, nor do we knowingly retain any personal information about any individual under 13 years of age. To the extent permitted by applicable laws, we will securely delete such information from our systems upon being requested to do so by a parent or legal guardian. To the extent permitted by law, we may, however, retain personal information about an individual that is less than13 years of age where: (i) such individual has purchased a product through the Online Services and cancels such purchase and whereby we must retrieve the underlying product sold to such individual; (ii) such personal information is relevant to litigation or potential litigation; (iii) such individual has undertaken any wrongful conduct or conduct that is otherwise actionable in regards to the exercise by Built With Foam or its affiliates of any remedy available to them; and/or (iv) such retention is reasonable and otherwise permitted under applicable laws.

This Privacy Policy may be amended from time to time. Notice of any such modification will be provided in the header of this Privacy Policy by way of an amended Effective Date. You are therefore invited to periodically access this Privacy Policy and make note of the Effective Date to determine whether changes have been made since you last reviewed it. A revision history with respect to changes made to our Online Privacy Policy is available upon written request.

**1. Why is information collected?**

The following is a summary of some of the reasons why information is collected in regards to your access of the Online Services: (i) to make use of certain features of the Website or to provide you with the products, services, or information you have requested, (ii) to help us improve the Website by better understanding how the Website is being accessed and used by you and other end users, (iii) to help us assess products sold through the Website and determine which products should be offered through the Website and how such products may be improved, (iv) to communicate with you about the Online Services, respond to your inquiries, or to send you promotional offers and materials with respect to the Website, our products and/or those of our affiliates, (v) personalize the content of the Online Services, such as by providing interactive content or content based on your interests, (vi) deliver targeted advertisements that are based on your online activities on the Online Services and other third-party websites (for example, if you view a product on our Online Services, you may receive an online advertisement for our products on the Online Services or on other online platforms you may visit), (vii) generating and analyzing statistics about your use of the Online Services, and/or (viii) detecting, preventing, and responding to fraud, intellectual property infringement, violations of our Terms of Use, violations of law, or other misuse of the Online Services.

We may combine or aggregate any of the information we collect through the Online Services, offline, or elsewhere for any purpose.

**2. What information is collected and for what purpose is it being collected?**

The following information may be collected when you access and use of the Online Services or certain sections or features of the Online Services:

User Information

You may be required to provide your name, e-mail address, mailing address and/or phone number when you request product information or contact us in regards to warranty claims for Built With Foam products;

We monitor access to certain Website resources and features by end users and other browsing patterns and history. Any such data will be anonymized and aggregated and will not be associated with you specifically.

In some instances, we may ask you to provide us with your feedback in terms of your user experience on the Website, with respect to any dealings with any of our dealers or with respect to any of your purchases through the Website. If you choose to provide us with such feedback, you agree that we may use it internally to assess any changes or improvements to the Website, our products, our services (or those of our dealers), our operations, our pricing, our marketing materials and practices as well as our other business practices. If you provide us with contact information, we may contact you to obtain clarifications or obtain your further input.

The Online Services provides you with various opportunities to "like" us or our products, to "share" information about our products, or to tweet about us or our products. Doing so will reveal information about your social media account and your preferences, subject to the privacy settings of the applicable social media platform.

Through the use of computer "cookies" we collect data such as your IP address, commercial browser type and version number, domain name, and specific webpages on the Website which you have accessed.

User Communications

When you send e-mail or other communications to Built With Foam, we will use your contact information and whatever other information is provided in your communication for the purposes of our review, processing, redirection, escalation, and response to your comments or inquiries. These can include e-mails sent by you via the "Contact Us" feature to make inquiries or report abuse on the website.

Clickstream Data & Links

"Clickstream Data" refers to information generated by the activity of users on the Internet based upon the websites and/or webpages they visit, links they click (on a website or in a hyperlink embedded in an e-mail or other electronic document) or features and services they use on a website.

Built With Foam may also provide on the Website or in e-mails or other electronic documents links to web pages on the Website or on third party websites, and may track the path of these links as followed by the end user.

Built With Foam uses this information to improve the Website, e-newsletters, services and products it offers and to measure the overall effectiveness of our communications with customers and end users.

Log Data

When you visit the Website, your web browser will send data about your computer's IP address, type of browser or version, and statistics regarding the time spent on the Website (and/or on particular webpages or sections of the Website) and actions performed on the Website ("Log Data ").

Log Data is usually only logged for a temporary period of time. Log Data may, however, be retained for security purposes such as to block users who are suspected of breaching the Website's terms of use from further accessing the Website.

Log Data may also be anonymized and aggregated to compile statistical information which may be used for operational, marketing or other commercial purposes.

**3. Sharing of information**

Built With Foam will not share information with any other third party except in the following instances:

(i) with trusted third party service providers that Built With Foam has retained that access information in order to perform services for Built With Foam. These may include companies that host, operate, and/or maintain the Online Services; companies that process payments made in conjunction with any purchase of products made through the Online Services; companies supporting fulfillment of product purchases; companies that provide customer service; companies that conduct; customer satisfaction surveys; and companies that support other operational, marketing, financial, or technical matters; (ii) with business partners that may deliver marketing communications, promotional materials, or advertisements that may be of interest to you; (iii) with other third parties to whom such disclosure has been authorized through your consent; (iv) where disclosure is required by or reasonably necessary to comply with law; (v) where disclosure is permitted pursuant to applicable laws; (vi) where disclosure is required for the undertaking of investigations regarding violations of the Website's terms of use, and to prevent fraudulent activities and/or improper behavior; (vii) in conjunction with any outsourcing of Built With Foam's operations or business processes (or the repatriation of the foregoing); (viii) in conjunction with any sale of Built With Foam and/or any of its affiliates, or any of its businesses or parts of its businesses; or (ix) in conjunction with any litigation procedures.

In all such circumstances, Built With Foam will ensure that safeguards are in place in regards to such third parties: (i) to restrict use and further disclosure of personal information by such third parties to what is reasonably required to give effect to the purposes outlined above; and (ii) to prevent unauthorized access to as well as unauthorized alteration, disclosure and/or disclosure of personal information.

We may use third-party network advertisers to serve advertisements on the on the Online Services or other online platforms. Network advertisers are third parties that display advertisements based on your use of the Online Services and other online platforms. Third-party ad serving enables us to target advertisements to you for products or services that might interest you. When you use the Online Services, network advertisers may place and access cookies or other technologies on your device or use web beacons to allow them to collect or receive information about your online activities over time and across different online services and to show you advertisements or content you might be interested in.

**4. Where do we keep information?**

Your information is kept at facilities and on servers owned and operated by third party service providers retained by Built With Foam that are located in the United States.

**5. Use of cookies**

Cookies and other tracking technologies can serve to recall information previously provided by a web user. A "cookie" is a small text file that may be used, for example, to collect a user's information about website activity. Cookies may contain identifiers that are transferred to your computer's hard drive through your web browser to enable our system to recognize your browser. Employing cookies enables the web server for the Online Services to recognize that you have returned to a specific page. This allows Built With Foam to track the frequency of your visits and to design and configure the Online Services to make it the most optimal experience for you as a user.

Most browsers are automatically set up to accept cookies. If you wish, you can reconfigure your browser's preferences to refuse all cookies or to indicate when a cookie is being sent. However, if you refuse a cookie, you may not be able to use some of the features available on the Online Services or may need to re-enter previously entered information or selected Website preferences.

**6. Do not track signals**

We do not currently respond to web browser "do not track" signals or other mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which we participate. If we do so in the future, we will describe how we do so in this Privacy Policy.

**7. How do we protect your information?**

We have administrative, technical, and physical safeguards designed to protect your information. While reasonable safeguards and security measures are in place to prevent against unauthorized use, access, or disclosure of your information, Built With Foam cannot guarantee that such safeguards are impenetrable from breaches. You assume the risk of unauthorized use, access, or disclosure of your information that may occur as a result of transmission over networks outside the control of Built With Foam or access of encrypted information by unauthorized persons.

If you are a registered user, your user information and transaction history may be retrieved through access to your account. The risk associated with the foregoing can be mitigated by using strong a password and changing it frequently. You should take all reasonable steps to secure your account password from unauthorized disclosure and/or use.

**8. Phishing and impersonation**

"Phishing" refers to attempts made to acquire sensitive information and defraud online account holders. Built With Foam's policy is to never request any personal information, including credit card information, passwords, usernames, or other login or financial information through unscheduled telephone calls or e-mails. If you have any doubt as to the legitimacy of any such solicitation, you should take reasonable steps to authenticate the solicitation by calling our customer service number, which is posted on the Website. When authenticating a solicitation, please be mindful not to use any hyperlink or telephone number provided in the originating e-mail, as these may also not be authentic.

**9. Links to third-party websites**

The Website may also contain third party hyperlinks. You acknowledge and agree that we are not responsible for the collection and use of your information by such third parties that are not under our control. We encourage you to review the privacy policies of each website you visit.

**10. Retention of information**

Information that is collected by Built With Foam is retained for as long as the information is reasonably necessary, useful, or relevant for the realization of the purpose for which it is collected or obtained (as set forth in this Privacy Policy or as otherwise disclosed at the time of collection).

Information may be retained beyond the realization of the purpose for which it was originally collected (including, without limitation, completion of any transaction or termination of any account on the Online Services): (i) in regards to transactions effected through the Online Services where such retention is necessary, useful or relevant for internal administrative, accounting, technical and operational purposes (including, warranty management, claim management and actual and prospective litigation); (ii) where the information is relevant to litigation or potential litigation; (iii) where such retention is required to comply with applicable laws and regulations; and/or (iv) where such retention is reasonable and otherwise permitted by applicable laws.

**11. Account changes and removal**

You may correct and update personal information on file with your user account at any time by logging in and making changes under the "Profile" section. Please note that previous information on file will continue to be archived by Built With Foam.

Deletion of your user account will not automatically result in the destruction of all of your information. We may continue to retain such information to fulfill any outstanding orders, or for archival, security, and/or litigation purposes, or where required by applicable law.

**12. Further information**

If you have any questions about the Privacy Policy or have any concerns in terms of this Privacy Policy or Built With Foam's compliance with this Privacy Policy, please contact our privacy officer at the following coordinates: Built With Foam at info@builtwithfoam.com.