

## IFSTerms of Use

Effective: 01 September 2024

Please read the following carefully. These Terms of Use (these "Terms") govern your or your company's access to and use of the IFS Coatings Inc. ("IFS," "we," "us," "our") websites at:

- <https://www.ifscoatings.com>,
- <https://polychemcoatings.com>,
- <https://openthrottlepowder.com>
- <https://wolfrayet.com>

(collectively, the "Site") and the products and services provided by IFS (collectively, the "Service").

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU MUST PROMPTLY CEASE USING IT.

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes as further described in Section 16 below. The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.

1. Your Access to the Service
2. Permitted Use and Restrictions
3. Privacy
4. User Accounts and Security
5. Terms of Sale and Payments
6. Idea Submissions
7. Intellectual Property Rights
8. Third-Party Sites and Services
9. Indemnity
10. Warranty Disclaimer
11. SMS/MMS Mobile Messaging Program Terms and Conditions
12. Limitation of Liability
13. Termination
14. Communication Between Us
15. Governing Law
16. Dispute Resolution
17. Notice for California Residents
18. Notice for New Jersey Residents
19. Additional Important Terms
20. Changes to These Terms
21. Contact Information

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1. Your Access to the Service

### 1.1 Internet Access

When using the Service on your mobile, laptop, desktop, or other device (“Device”), you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device and (ii) any Internet connection and telecommunications fees and charges that you incur.

## 1.2 Your Device

IFS is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Service, including, but not limited to screen display operation features of your Device.

## 1.3 No Guarantee

Access to the Service may be suspended temporarily and without notice (i) in the event of a system failure, (ii) for maintenance or repair, (iii) where we reasonably suspect there has been a breach of these Terms, (iv) for reasons reasonably beyond our control, or (v) as otherwise explained in these Terms.

# 2. Permitted Use and Restrictions

## 2.1 License Grant

Subject to the terms and conditions of these Terms, IFS hereby grants you a limited, non-exclusive, personal, non-transferrable, non-sublicensable, non-assignable license to access and use the Service (including updates and upgrades that replace or supplement it in any respect and are not distributed with a separate license, and any documentation) solely for your personal use on a Device that you own or control. We reserve all other rights that are not granted in these Terms.

## 2.2 Use Restrictions

You may not access or use the Service in any way that is not expressly permitted by these Terms. You may not: (i) cause, permit or authorize the modification, copying, creation of derivative works, translation, reverse engineering, decompilation, disassembly, or hacking of the Service; (ii) sell, assign, rent, lease, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity; or (iii) use the Service for any unlawful, prohibited, abnormal, or unusual activity as determined by IFS in its sole discretion.

## 2.3 Eligibility

The Service may not be used by anyone under the age of 18. By accessing or using the Service, you represent and warrant that you are at least 18 years of age (or the age of legal majority under applicable law) and have agreed to be bound by these Terms.

## 2.4 Investigations

We may, but are not obligated to, monitor, or review the Service at any time. If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Service pursuant to Section 13 (Termination) below.

## 2.5 Violation of these Terms

You must not use (or permit a third-party to use) the Service: (i) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system used by the Service; (ii) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users; (iii) to collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service; (iv) via use of a robot, spider, or other automated device to monitor or copy the Service or any information provided by the Service, other than as permitted by the robots.txt file for the Site; (v) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; or (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam). You acknowledge and agree that you are solely responsible, and IFS has no responsibility or liability to you or any other person or entity for, any breach by you of these Terms or for the consequences of any such breach.

### 3. Privacy

These Terms also incorporate the terms of our Privacy Policy (as updated from time-to-time). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy. By agreeing to these Terms, you are also agreeing to the Privacy Policy, and you consent to (i) the processing of your personal information as explained in the Privacy Policy and (ii) the collection of information from your Device as explained in the Privacy Policy.

### 4. User Accounts and Security

#### 4.1 User Accounts

To use certain features of the Service, you may be required to create an account and provide us with your first name, last name, email address, password, proof of business forms (such as a W9), and certain other information about yourself. You are solely responsible for the information associated with your account and anything that happens related to your account. You agree to provide true, accurate, current, and complete information as requested by any forms and maintain and update such information to keep it true, accurate, current, and complete. Your failure to maintain true, accurate, current, and complete account information may result in your inability to access or use the Service.

#### 4.2 Account Security

Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account passwords. You agree to notify us immediately if you become aware of any unauthorized use of your password or your account by emailing us at [coatingsinfo@ifiscoatings.com](mailto:coatingsinfo@ifiscoatings.com).

#### 4.3 Account Sharing or Transfers

Accounts are registered to your company and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone outside of your company.

#### 4.4 Fees

You agree to pay all fees, charges, taxes and other expenses incurred by you or anyone using your account. YOU ACKNOWLEDGE YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

#### 4.5 Account Deletion by You

You may delete your account at any time by contacting us via email at [coatingsinfo@ifiscoatings.com](mailto:coatingsinfo@ifiscoatings.com).

#### 4.6 Account Deletion by Us

IFS may terminate your account at any time for any reason or no reason, including if: (a) IFS determines that you are (i) in breach of or otherwise acting inconsistently with these Terms or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to IFS; (b) IFS determines it is required by law to terminate your account; or (c) IFS decides to stop providing the Service or critical portions of the Service. When terminating your account, IFS may delete your account and the information in it. You have no ownership rights to your account.

### 5. Terms of Sale and Payments

All orders are subject to our Terms and Conditions of Sale, which are included in the invoice for your order. Without limiting the foregoing, the following terms also apply to your purchase:

#### 5.1 Billing Policies

If you choose, at your sole discretion, to purchase products or services, you acknowledge that you will be required to provide a current, valid, accepted method of payment ("Payment Method") and you agree that we may charge your Payment Method. IFS uses authorized third parties for the purpose of processing your transactions and credit card authorizations. By submitting Payment Method details to us or our third-party processors, you grant (or otherwise authorize) IFS the right to store and process your information with such third parties. You agree to immediately notify IFS of any change in your billing address or the Payment Method used for payment hereunder. You agree that IFS will not be responsible for any failures of such third parties to adequately protect your information.

You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes and possible transaction fees. By providing IFS with your Payment Method, you agree that IFS (or its third party service providers) is authorized to immediately charge your Payment Method for all fees and charges due and payable to IFS as a result of your order, including but not limited to service fees, transaction fees, overdraft fees, or any other fee or charge associated with your access to the Service and/or purchase of products.

#### 5.2 Currency

All prices are listed in US dollars and all payments must be made in US dollars. IFS will not be responsible for any exchange rates or fees incurred by you from your chosen Payment Method.

#### 5.3 Product and Service Availability

We cannot guarantee the availability of a particular product or service at any particular time, and we reserve the right to change and/or cancel our product and service offerings through the Service, without notice, at any time. All prices displayed through the Service are exclusive of taxes and shipping charges,

if any. All orders are subject to acceptance and availability. In certain circumstances, products or services may become unavailable after an order has been placed. In such a case, we will either notify you that we are unable to process your order, or a refund will be issued to your Payment Method for the amount paid.

## 6. Idea Submissions

We welcome feedback from our users and appreciate your comments regarding the Service. However, our policy does not permit us to accept or consider ideas, suggestions, proposals, or materials (“Submissions”) that we have not specifically requested. This policy is intended to help us, and our customers avoid future misunderstandings when new products or services developed internally by our employees might be similar or even identical to a customer’s idea.

If, despite our request that you not send us your ideas, you still submit them, then regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (i) such Submissions will be considered non-confidential and non-proprietary; (ii) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Service or otherwise to third parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer or sublicense such rights; (iii) we may have something similar to the Submissions already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

## 7. Intellectual Property Rights

### 7.1 Trademarks

The IFS name and logo are trademarks and service marks of IFS. You do not have the right to use any of our trademarks, service marks, or logos, and your unauthorized use of any of these may be a violation of federal and state trademark laws.

### 7.2 Ownership

You acknowledge that all intellectual property rights in the Service, whether registered or unregistered, including but not limited to rights in graphics, logos, “look and feel,” trade dress, structure, organization, code, and all other content in the Service and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of IFS, and are protected by intellectual property laws. You acknowledge and agree that IFS, and/or its licensors, own all right, title, and interest in and to the Service, including all intellectual property, industrial property, and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international copyright laws. Further, you acknowledge the Service may contain information that IFS has designated as confidential, and you agree not to disclose such information without IFS’s prior written consent. Nothing posted on the Service grants a license to any IFS trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read through accessing the Service is proprietary information protected by

copyright or trademark unless otherwise noted and may not be used except with the written permission of IFS. When accessing the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

#### 8. Third-Party Sites and Services

The Service may contain links to allow you to share content directly with other third-party websites ("Third-Party Sites"). You acknowledge that we have no control over the Third-Party Sites and are not responsible for their contents and/or availability. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

These links are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content, or other material contained in the Third-Party Sites, and we have no association with their operators. Your use of the Third-Party Sites will be governed by their terms and conditions and privacy policies (if any) ("Third-Party Terms"). It is your responsibility to read and comply with the Third-Party Terms.

#### 9. Indemnity

You agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, members, employees, and agents (the "Indemnified Parties") harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with: (a) your use of the Service; (b) your breach or violation of any of these Terms; or (c) your violation of the rights of any third party. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as they may reasonably request.

#### 10. Warranty Disclaimer

WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SERVICE OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SERVICE. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content provided through the Service is accurate, complete, or up to date.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS AND OTHER TERMS, WHICH MAY APPLY TO THE SERVICE (INCLUDING OUR PRODUCTS) WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES WITH RESPECT TO THE SERVICE (INCLUDING OUR PRODUCTS) AND ALL INFORMATION AND CONTENT PROVIDED THROUGH THE SERVICE.

No information or advice obtained through the Service, or affirmation by us, by words or actions, shall constitute a warranty.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

## 11. SMS/MMS Mobile Messaging Program Terms and Conditions

IFS offers a mobile messaging program (the "Program"), which you agree to use and participate in subject to these Text Messaging Terms and Conditions (for purposes of this Section 11, the "Agreement"). By opting-in to or participating in any of our Services, you accept and agree to these Terms, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in Section 16 (Dispute Resolution) below. This Agreement is limited to the Program and is not intended to modify other Terms or Privacy Policy that may govern the relationship between you and IFS in other contexts.

### 11.1 Signing Up and Opting-In to the Program

Enrollment in the Program requires you to provide your mobile phone number and to agree to these terms and conditions. You may not enroll if you are under 18 years old (or under 19 years old in Alabama and Nebraska). Before the Program starts, you will need to verify the mobile phone number you provided by responding to a text message to your mobile phone that affirms your choice to opt-in to this Program and your agreement to these Terms. IFS reserves the right to stop offering the Program at any time with or without notice.

### 11.2 By opting into the Program, you:

- authorize IFS to use autodialer or non-autodialer technology to send text messages to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in).
- acknowledge that you do not have to agree to receive messages as a condition of purchase.
- confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to opt in.
- consent to the use of an electronic record to document your opt-in.

### 11.3 Messages You May Receive

Once you affirm your choice to opt-in to the Program, your message frequency may vary. You may receive an alert when:

- you are welcomed into the Program
- make a purchase
- complete a visit
- there are general marketing or promotions

Without limiting the scope of the Program, users that opt-in to the Program can expect to receive messages concerning the marketing and sale of services and events.

#### 11.4 Charges and Carriers

Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Program.

Supported carriers vary and may not be available on all wireless carriers. IFS may add or remove any wireless carrier from the Program at any time without notice. IFS and mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

#### 11.5 To Stop the Program

If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, UNSUBSCRIBE, or QUIT to any mobile message from IFS in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting-out. You also understand and agree that any other method of opting-out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting-out.

#### 11.6 Mobile Phone Number Change

In the event that you change or deactivate your mobile phone number, you agree to notify IFS by emailing IFS at [coatingsinfo@ifiscoatings.com](mailto:coatingsinfo@ifiscoatings.com).

#### MMS Disclosure

The Program will send SM terminating messages if your mobile device does not support MMS messaging.

#### 11.7 Our Disclaimer of Warranty

The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of IFS's control.

#### 11.8 Participant Requirements

You must have a wireless Device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your Device capabilities for specific text messaging instructions.

#### 11.9 Duty to Notify and Indemnify

If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to

ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms. You further agree that, if you discontinue the use of your mobile telephone number without notifying IFS of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by IFS, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and Agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

## 12. Limitation of Liability

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICE (INCLUDING OUR PRODUCTS) OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF IFS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole remedy for dissatisfaction with the Service including, without limitation, content provided through the Service, is to stop using the Service (including our products). Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Service or any links on the Service, as well as by reason of any information or advice received through or advertised in connection with the Service or any links on the Service. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Service.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Service or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed, under any circumstances, the greater of: (i) the total amount paid for goods or services purchased through the Service in the preceding 30 days, or (ii) One Hundred Dollars (\$100). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Service must be brought within one year after such claim or cause of action arises or be forever barred.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, IFS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON IFS'S GOVERNING LAW PROVISION SET FORTH BELOW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

### 13. Termination

We may terminate these Terms and/or terminate your permission to use the Service immediately, without prior notice or liability, if (a) you commit any breach of these Terms, (b) we discontinue the Service, or (c) we are prevented from providing the Service for any reason.

Furthermore, we reserve the right to change, edit, suspend, delete, and/or cancel any part of the Service and/or your access to it at any time with or without notice to you: (i) if required by law, or (ii) due to an event beyond our control.

On termination of these Terms for any reason: (x) all rights granted to you under these Terms will cease immediately, (y) you must immediately cease all activities authorized by these Terms (including your use of the Service), and (z) you acknowledge that we may restrict your access to the Service. Sections 3, 6-7, and 9-19 will survive any termination or expiration of these Terms.

### 14. Communication Between Us

If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us as indicated in Section 21 (Contact Information) at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

### 15. Governing Law

These Terms and any matter arising out of or relating to these Terms, and any claim, cause of action, controversy, or matter in dispute between you and us, whether sounding in contract, tort, statute, regulation, or otherwise, shall be governed by the internal laws of the State of Texas in the United States, consistent with the Federal Arbitration Act, without regard to any choice or conflict of laws principles (whether of the State of Texas or any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from these Terms.

### 16. Dispute Resolution

#### 16.1 User Concerns

Most user concerns can be resolved quickly and to the user's satisfaction by contacting us at the contact details in Section 21 (Contact Information) below.

#### 16.2 Disputes

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes. Any controversy, allegation, or claim that arises out of or relates to the Service, these Terms, or any additional terms, whether heretofore or hereafter arising (collectively, a "Dispute"), except for any controversy, allegation or claim that arises out of or relates to our actual or alleged intellectual property rights (an "Excluded

Dispute”), shall be finally resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator or arbitral panel may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, the remaining portions of the arbitration provisions will remain in force.

### 16.3 Arbitration Procedures

In the event your concern cannot be resolved informally, you and IFS agree that, except as provided in Section 16.6 below, all Disputes, (each a “Claim”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “JAMS Rules”) and under the terms set forth in these Terms. In the event of a conflict between the terms set forth in this Section 16 (Dispute Resolution) and the JAMS Rules, the terms in this Section will control and prevail.

Except as otherwise set forth in Section 16.6 below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and IFS will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given, and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (i) you and IFS may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

IN THE CASE OF ARBITRATION AND WHERE PERMITTED BY LAW, YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

### 16.4 Location

The arbitration will take place in Gainesville, California, United States of America, unless the parties agree to video, phone, or internet connection appearances.

### 16.5 Limitations

You and IFS agree that any arbitration shall be limited to the Claim between IFS and you individually. YOU AND IFS AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A

PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

#### 16.6 Exceptions to Arbitration

You and IFS agree that the following Claims are not subject to the above provisions concerning binding arbitration: (i) any Excluded Dispute; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

#### 16.7 Arbitration Fees

If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we initiate arbitration for a Claim, we will pay the costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

#### 16.8 Severability

You and IFS agree that if any portion of this Section is found illegal or unenforceable (except any portion of Section 16.6), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 16.6 is found to be illegal or unenforceable then neither you nor IFS will elect to arbitrate any Claim falling within that portion of Section 16.6 found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within Cooke County, California, United States of America, and you and IFS agree to submit to the personal jurisdiction of that court.

#### 17. Notice for California Residents

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd, Ste N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

#### 18. Notice for New Jersey Residents

If you are a consumer residing in New Jersey, the following provisions of these Terms do not apply to you: Section 10 (Warranty Disclaimer), Section 12 (Limitation of Liability), and the Texas governing law provision of Section 15 (Governing Law) above (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law).

#### 19. Additional Important Terms

##### 19.1 Assignment

The rights granted to you under these Terms may not be assigned without IFS's prior written consent, and any attempted unauthorized assignment by you shall be null and void.

##### 19.2 Severability

Except as otherwise provided in Section 16.8, if any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.

### 19.3 Attorneys' Fees

In the event any litigation or arbitration is brought by either party in connection with these Terms, except as otherwise provided in Section 16.7, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

### 19.4 No Waiver

Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by IFS of any provision, condition, or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition, or requirement at a later time.

### 19.5 Equitable Remedies

You acknowledge and agree that IFS would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

### 19.6 Entire Agreement

These Terms, including the documents referenced in these Terms, constitute the entire agreement between you and IFS with respect to the Service and supersede any and all prior agreements between you and IFS relating to the Service.

### 19.7 Transfer

We may transfer our rights and obligations under these Terms to another organization but this will not affect your rights or our obligations under these Terms.

## 20. Changes to These Terms

We reserve the right, at our sole discretion, to amend these Terms at any time. As applicable, we will notify you of material changes to these Terms when you next access the Service (we may also email you about any material changes to these Terms). We reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Service (or any part of it) with or without notice.

## 21. Contact Information

If you have any questions or comments relating to the Service or these Terms, please contact us at:

Phone – (866) 437-2864

Email – [coatingsinfo@ifscoatings.com](mailto:coatingsinfo@ifscoatings.com)