

## Website Terms of Use

Last updated April, 2016

Welcome to [www.endlesspools.com](http://www.endlesspools.com), the Web site for **Wellness Marketing Corporation DBA Endless Pools** ("**Endless Pools**"). We maintain this site for general promotional, investor relations and public information purposes. The following Terms of Use ("Terms") apply to your use of this site and other websites operated by **Wellness Marketing Corporation** that display or link to these Terms of Use (collectively "Web Site" or "Site"). Please read them carefully! By using this Web Site, you are agreeing to be bound by these Terms. You may not use this Site if you do not agree to these Terms.

Unless the context indicates otherwise, as used in these Terms, (i) **Wellness Marketing Corporation DBA Endless Pools**, "**Endless Pools**", "us," "we" and "our" refer to **Wellness Marketing Corporation DBA Endless Pools** and its parent, subsidiaries and affiliates, (ii) "Content" refers to any or all text, documents, photographs, images, graphics, logos, emblems, designs, layouts, trademarks, trade names, service marks, copyrighted materials, audio and video presentations and other information provided by us on or through this Web Site, including user interfaces and the selection, coordination and arrangement of such information, and (iii) "Software" refers to any software available for downloading on the Site.

### Changes to this Site or these Terms

We may change or discontinue this Web Site at any time without prior notice or obligation to you. We may also change these Terms at any time without prior notice or obligation and your continued use of the Site after such changes have been posted will constitute your acceptance of the changes.

### Intellectual Property

The Site is owned and operated by **Endless Pools** in conjunction with others pursuant to contractual arrangements, and the Content and Software (and any intellectual property and other rights relating thereto) is and will remain the property of **Endless Pools** and its licensors and suppliers. The Content and Software and the selection, compilation, collection, arrangement and assembly thereof is protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. Except as expressly set forth in the "Permitted and Prohibited Uses" section below, or otherwise authorized in advance by **Endless Pools** in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site.

The trademarks, trade names, service marks, product packaging, designs and corporate logos and emblems displayed on this Site belong exclusively to **Endless Pools**, our third party licensors or others, and are protected under United States and international trademark and other proprietary rights and laws. The trade names, trademarks and service marks owned by **Endless Pools**, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right

to use any of **Endless Pools'** or our third party licensors trade names, trademarks or service marks without our or their, respectively, express prior written consent.

### **Registration**

Some areas of the Site may require you to be or become registered with the Site. When and if you register with the Site, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Site.

As part of the registration process, you will be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You are responsible for maintaining the confidentiality of your user name and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by visiting [www.endlesspools.com](http://www.endlesspools.com) and immediately notify us of the problem by sending us an email through the Contact Us section or by calling Customer Care at **800-910-2714**. You are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities that are conducted through your account (including purchases, as applicable) whether or not authorized by you.

### **Permitted and Prohibited Uses**

Subject to your compliance with these Terms, and solely for so long as you are permitted by **Endless Pools** to access and use the Site, you may view and make one electronic or paper copy of the information posted on any screens of this Web Site, provided that you use the copy solely for your personal, informational and non-commercial purposes and that you (i) keep all copyright and other proprietary notices intact, (ii) do not modify the Content or use it in a manner that suggests an association with any of our products, services or brands and (iii) do not download quantities of the Content to a database that can be used to avoid future downloads from this Site. You may execute a single copy of any software made available through the Site (the "Software"). Use or downloading of the Software is conditioned on acceptance of the terms and conditions of any license agreements relating to such Software, including agreements of third parties. By acquiring or using the Software, you agree to such terms and conditions. While using the Site, the Content, and the Software you agree to comply with all applicable laws, rules and regulations.

You may not:

Reproduce, copy, upload, post, transmit, display, sell, resell or otherwise redistribute or exploit any materials or design elements of this Site , any other portion of this Site, or use of or access to the Site, for commercial purposes without our prior written consent;

Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble the Software or any portion of the Site or otherwise attempt to determine the source code or trade secrets of the Site or the Software;

Violate or attempt to violate the security of the Site;

Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;

Use the Site, Content or Software for any fraudulent or unlawful purpose;

Impersonate any person or entity, including without limitation any representative of **Endless Pools**; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that any statements you make are endorsed by us, without our prior written consent;

Transmit (a) any content or information that is unlawful, fraudulent, threatening, harassing, degrading, hateful, intimidating, abusive, libelous, defamatory, obscene, indecent, pornographic or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; (d) any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking"; or (e) any advertisements, solicitations, junk mail, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);

Engage in spamming or flooding;

Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;

Remove any copyright, trademark or other proprietary rights notices contained in the Site, Content or Software;

"Frame" or "mirror" any part of the Site without our prior written authorization;

Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents. Notwithstanding the foregoing, **Endless Pools** grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. **Endless Pools** reserves the right to revoke these exceptions either generally or in specific cases.

Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent;

Create a database by systematically downloading and storing Site content;

Use the Site to defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect information about Site visitors or members without their express consent; or

Otherwise disrupt or interfere with the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination of your access to the Site. If you download Software from the Site, such Software is licensed on a limited basis to you by us or the owner of such Software. Title to the Software is not transferred to you. You own the medium on which the Software is recorded, but we or our third party licensors retain all right, title and interest in and to the Software, and all intellectual property rights therein. You may not re-sell or transfer the Software to any third party.

### **Forums and Public Communication**

This Site may enable users to submit their own content to a chat area, message board or email function ("forum"). Any forum on the Site is a free service to enable you to share comments about products and services available on our site. If you participate in a forum within the Site, any information you disclose in such a submission may be publicly available and you should exercise caution in deciding whether to disclose any personal, financial or other sensitive information there. By uploading or submitting any materials to a forum, you automatically grant (or warrant that the owner of such materials expressly granted) to us and our designees a non-exclusive, royalty-free, fully paid up, worldwide, transferable, sublicenseable (through multiple tiers), assignable, perpetual, irrevocable right and license to use, reproduce, publicly display, publicly perform, digitally perform, distribute, create derivative works based on, adapt (including without limitation edit, modify, translate, and reformat), transmit, make, have made, sell, offer for sale and import such materials or incorporate such materials into any form now know or later developed, for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the submissions. For all such materials that you submit to or through the Site, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such materials, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding all materials that you submit to or through the Site that you may have under any applicable law under any legal theory.

**Endless Pools** cannot prevent other persons who access this site from using submissions and personal information they find here, even if their use of that information violates the law, or your personal privacy or safety. None of the submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any submissions.

When participating in a forum, you should not assume that people are who they say they are, know what they say they know or are affiliated with whom they say they are affiliated with. Information obtained in a forum may not be reliable and it is not a good idea to trade or make any investment decision based solely or largely on information you cannot confirm. We cannot be responsible for the content or accuracy of any information and shall not be responsible for any trading or investment decisions made based on such information.

**Endless Pools** is proud to provide a forum for you to express your opinions on the topics and items we feature. While we appreciate your time and comments, you are prohibited from posting or transmitting the following in your posts: (i) profanity, pornography, obscenities, hateful, threatening or harassing comments or images; (ii) discussion of illegal activities or intent; (iii) solicitations for commercial activities or other statements that do not generally relate to the designated topic of the forum; (iv) personally identifiable information such as phone numbers, addresses or URLs; (v) any information that violates any right of a third party or any law; (vi) any software or other materials that contain a virus or other harmful component, and (vii) **Endless Pools** is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Web Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

We have no obligation to monitor the Site or the forums, or any submissions or other materials that you or other third parties transmit or post on the Site or the forums. You acknowledge and agree that we have the right (but not the obligation) to monitor the Site and the forums and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a forum); to disclose such materials, the circumstances surrounding their transmission, and the identity of the poster to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; to comply with legal obligations or governmental requests; and to enforce these Terms or for any other reason or purpose.

A testimonial board post is not an effective way to tell us you need help with an order or site feature. If you'd like to tell us about a specific problem, please send an e-mail through the Contact Us section at [www.endlesspools.com](http://www.endlesspools.com) or by calling Customer Service at **800-910-2714**. **Endless Pools** disclaims liability for any failure on its part to provide help with a specific problem disclosed on this site.

### **Rules for Sweepstakes, Contests and Games**

Any sweepstakes, contests or games that are accessible through the Site may be governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to any such rules. We urge you to read any applicable rules, which will be linked from the particular activity, and to review our Privacy Policy (which can be found at [www.endlesspools.com](http://www.endlesspools.com)) which, in addition to these Terms, governs any information you submit in connection with such sweepstakes, contests and games. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control.

## **Making Purchases**

If you wish to purchase products or services as offered on the Site, you will be asked by **Endless Pools** or the third party provider of the product or service to supply certain information applicable to your purchase, including, without limitation, credit card and other information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY PURCHASE. By submitting such information, you grant **Endless Pools** the right to such information in accordance with our Privacy Policy, including, without limitation, by providing such information to third parties for purposes of facilitating the completion of purchases initiated by you or on your behalf. You agree that all information that you provide to **Endless Pools** or such third party provider will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Descriptions or images of, or references to, products or services on the Site do not imply **Endless Pools'** endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to **Endless Pools'** acceptance of any order. Price and availability of any product or service are subject to change without notice. If you have any questions or complaints regarding your order, or if you would like further information, please contact Customer Service at **800-910-2714**. If you are a California resident, please be advised that the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs can be reached at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or at (916) 574-7950.

We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on this Site at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. **Endless Pools** reserves the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service. Refunds and exchanges will be subject to **Endless Pools'** refund and exchange policies then in effect. When an order is placed, it will be shipping to an address designated by the purchaser as long as that shipping address is complete and compliant with the shipping restrictions contained on this Site. All purchases from this Site are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Site pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

## Disclaimer of Warranties

In maintaining this Web Site, we have tried to ensure that the information posted by us is accurate, complete and current as of the dates indicated on the screens. However, we make no guarantees or warranties of any kind, express or implied, regarding the Content, the Software or operation of the Site. You access and use this Site at your own risk. The Content and Software (including all information available on or through the Site) are provided "AS IS" and we are not responsible for its use or misuse. Access to this Site from locations where the Content or Software may be illegal is prohibited and you are responsible for compliance with applicable local laws. You are also responsible for taking all necessary precautions to assure that any material you obtain from this Site is free from computer viruses, worms, Trojan horses or other destructive devices.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SITE, CONTENT AND SOFTWARE (INCLUDING ALL INFORMATION, SERVICES AND, EXCEPT TO THE EXTENT ACCOMPANIED BY A WRITTEN WARRANTY FROM US, PRODUCTS MADE AVAILABLE ON OR THROUGH THE SITE), INCLUDING, WITHOUT LIMITATION, (I) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING SUITABILITY OF THE SITE FOR YOUR NEEDS OR REQUIREMENTS OR THOSE OF ANY OTHER PERSON), (II) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (III) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE CONTENT OR SOFTWARE, (IV) WARRANTIES RELATING TO THE OPERATION OF THE SITE (INCLUDING DELAYS, INTERRUPTIONS, ERRORS, VIRUSES, DEFECTS OR OMISSIONS) (V) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY, AND (VI) WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. **ENDLESS POOLS** AND ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, SERVICE PROVIDERS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE OR THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED, OR THE SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF **ENDLESS POOLS** OR ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES,

SERVICE PROVIDERS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE, THE SOFTWARE OR OTHERWISE, SHALL CREATE ANY WARRANTY.

A possibility exists that the Site, Content, Software or forums could include inaccuracies or errors, or information or materials that violate these Terms of Use (specifically, the rules of conduct set forth in the "Permitted and Prohibited Uses" section above). Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site, Content, Software or forums. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please visit **www.endlesspools.com** and send an email through the Contact Us section, with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable.

### **Links from this Web Site**

As a convenience to you, we may provide hyperlinks from this Web Site and descriptions of or references to selected third party Web sites that are not operated by **Endless Pools**. However, by providing such links, we are not endorsing such third parties or their Web sites or their products or services. We are not responsible or liable for and make no representations about the contents or use of such hyperlinked third party sites or any further links contained there to other sites. If you use a Web site that is hyperlinked to this Web Site, you do so at your own risk; we are not responsible for assuring that hyperlinked sites are free from computer viruses, worms, Trojan horses or other destructive devices. We may discontinue our hyperlinks to any third party site at any time without notice or obligation to you.

### **Links to this Web Site**

If you wish to provide a hyperlink from your Web site to this Web Site, you may do so only under the following conditions: (i) any link to our Site must be a text-only link and clearly marked "**Wellness Marketing Corporation DBA Endless Pools** Web Site"; (ii) the link must "point" to the URL **www.endlesspools.com** and not to other pages within our Site; (iii) when selected by a user, the link must display our Site on full-screen and not within a "frame" on the linking site; (iv) the appearance, position and other attributes of the link may not imply that you or any related organizations or entities are endorsed or sponsored by, affiliated with, or associated with us; (v) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our names and trademarks; (vi) the linked site may not contain content that could be construed as distasteful, offensive or controversial or that is not appropriate for all age, racial, religious and other groups protected by law; and (vii) we reserve the right to revoke our consent to the link at any time in our sole discretion and you will remove the link immediately upon our request. By linking your Web site to ours, you are agreeing to be bound by these Terms.



## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER **ENDLESS POOLS** NOR ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, SERVICE PROVIDERS, CONSULTANTS OR AGENTS, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED ON THE SITE, THE SOFTWARE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE MADE AVAILABLE ON OR THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, SOFTWARE OR ANY LINKED SITE IS TO STOP USING THE SITE, CONTENT, SOFTWARE OR LINKED SITE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF **ENDLESS POOLS** AND ITS AFFILIATES, AND THEIR RESPECTIVE LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, SERVICE PROVIDERS AND AGENTS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND CONSEQUENTLY SOME OR ALL OF THESE LIMITATIONS MAY NOT APPLY TO YOU. NOTE TO RESIDENTS OF THE STATE OF NEW JERSEY: THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO YOU, EXCEPT AS OTHERWISE NOT PERMITTED BY NEW JERSEY LAW.

## **Governing Law**

These Terms will be governed by and construed in accordance with the laws of the State of New York and the United States of America, without reference to any choice of law rules under New York law. You agree that any action at law or in equity arising out of or relating to these Terms or relating your use of this Web Site will be filed only in the state or federal courts located in **Delaware County, Pennsylvania** and you agree to submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and to waive any jurisdictional, venue or inconvenient forum objections to such courts.

## **Termination**

These Terms are effective until terminated. **Endless Pools**, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if **Endless Pools** believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that **Endless Pools** may immediately deactivate or delete your password and user name, and all

related information and files associated with it, and/or bar any further access to such information or files. You agree that **Endless Pools** and the Affiliated Entities shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. The "Intellectual Property," "Forums and Public Communication," "Disclaimer of Warranties," "Limitation of Liability," "Governing Law," "Termination," "Jurisdictional Issues," and "Miscellaneous" sections will survive any termination of these Terms.

### **Violations**

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including suspension or blocking of your access to this Web Site. Our failure to enforce any provision of these Terms will not constitute a waiver of such provision or of our legal or equitable rights. You agree to defend and indemnify us and our directors and employees from and against any and all damages, claims, liabilities and costs arising directly or indirectly from (i) your violation of these Terms or your use of this Site; (ii) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with the Site.

### **Notice for California Users**

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: If you have a question or complaint regarding the Site, please visit [www.endlesspools.com](http://www.endlesspools.com) and send an email through the Contact Us section,. You may also contact us by writing to **Endless Pools 1601 Dutton Mill Rd., Aston, PA** Attention: Customer Care, or by calling us at **800-910-2714**. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

### **Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by **Endless Pools** infringe your copyright (for example, materials posted by **Endless Pools** on one of our forums), you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow **Endless Pools** to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or

the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by **Endless Pools** against you, the DMCA permits you to send **Endless Pools** a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to Daniel Harshbarger at 1601 Dutton Mill Road, Aston, PA 19014. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

### **Filtering**

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that **Endless Pools** does not endorse any of the products or services listed at such site.

### **Ability to Agree to These Terms**

By using the Site, you affirm that you are of legal age to enter into these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms.

### **Jurisdictional Issues**

The Site is solely directed to individuals residing in the United States. We make no representation that Content or Software available on or through the Site is appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Software is further subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. We reserve the right to limit the availability of the Site and/or the provision of any service, program, film or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service, program, film or other product that we provide.

### **Investment Information**

The information contained on the Site may not be current and should not be used or relied on for any decision to invest in, purchase, retain, sell or otherwise transfer the stock of our parent

company, Masco Corporation, or for any related purpose. Masco Corporation is a publicly held Delaware Corporation and files quarterly and annual reports with the United States Securities and Exchange Commission in Washington, D.C. ("SEC").

### **Forward-Looking Statements**

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Statements in any news release of **Endless Pools** contained on the Site or communicated orally or in writing that concern us or our management and that are not historical facts are "Forward-Looking Statements." Forward-Looking Statements include, without limitation, statements that (a) include the words "believes," "expects," "anticipates," "estimates" or words of similar importance or meaning with reference to us or our management; (b) are specifically identified as forward-looking; (c) describe any of our plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of our markets or customers or our expected liquidity and capital resources. Forward-Looking Statements are only predictions involving important factors and risks that may cause actual results to differ materially from those discussed in any Forward-Looking Statement. Those important factors and risks include, without limitation, economic, competitive, governmental and technological factors affecting our operations, markets, products, services and prices. Important factors and risks are described in our parent company's (Masco Corporation's) current annual report filed with the SEC, and may be detailed from time to time in additional reports and other filings of Masco Corporation filed with the SEC. Copies of the most recent reports and other filings of Masco Corporation can be accessed through the SEC EDGAR system located at [www.sec.gov](http://www.sec.gov) or may be obtained at no charge from the Masco Corporation. **Endless Pools** expressly disclaims any obligation or responsibility to update or revise or supplement any Forward-Looking Statement in any news release or generally to any extent.

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