

HALSTEAD TERMS OF USE FOR THE U.S.

These Terms of Use ("Terms") apply to your use of this website, any associated mobile sites, services, applications, or platforms including our pages on third party social media platforms such as Instagram, Facebook, Twitter and any other websites or apps we own or run from time to time ("Sites"). Please review these Terms carefully, as they affect your legal rights. These Terms constitute a legally binding agreement ("Agreement") between you and Halstead. Your use of the Sites constitutes your acceptance of the Terms. If at any time you do not accept the Terms, you must cease using the Sites. When these Terms mention "Halstead," "we," "us," or "our," it refers to Halsteadintl.com, the owner of the Sites. If you use any of our services, we will refer to you using the terms "user", "visitor", "you", "your" or "yours" in these Terms.

Privacy Statement

Our [Privacy Policy](#) explains how we collect, store and use personal information about you when you access our website, shop with us or otherwise provide your personal information to us. These terms will apply regardless of how our Sites are accessed and will cover any technologies or devices by which Halstead makes the Sites available to you.

Eligibility

You represent and warrant that you (a) are above the legal age of majority in your jurisdiction of residence, (b) have not previously been suspended or removed from the Site, (c) do not have more than one account at any given time for the Site; (d) you will only provide us with true, accurate, current and complete information if you register for an account. If we believe or suspect that your information is not true, accurate, current or complete, or suspect fraudulent use of the Site, we may deny or terminate your access to the Site.

Permitted Uses

You may use the Sites or your account only in compliance with these Terms and all applicable laws. You may not use the Sites in any manner that could harm Halstead, its affiliates, its brands, or any person or property. In addition, you must not:

- reverse engineer, decompile, disassemble, or make any attempts to discover the source code or algorithms of our Sites;
- modify or disable any features of our Sites;
- create any derivative works based on our Sites;
- use our Sites in any fraudulent or malicious way, for example to introduce viruses, malicious code, or harmful data;
- rent, lease, lend, sublicense, or provide any commercial hosting services using our Sites;
- disseminate any unlawful, misleading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- gain unauthorized access to any computer system;
- interfere or disrupt networks or web sites connected to this Site;
- make, transmit or store electronic copies of materials protected by copyright without the permission of the owner
- infringe our intellectual property rights or use our Sites in any way that could damage, disable, overburden, impair, or compromise our systems or security, or interfere with the rights of other users of our Sites;

- use automated systems or software to extract data from this website for commercial purposes without license; or
- use our Sites in any way that violates these Terms or any laws, rules, regulations, codes of practices, guidelines or any other requirements of regulatory authorities, as amended from time to time, within the jurisdiction in which you are a resident or from which you are using the Sites.

Intellectual Property

All rights, including copyright, know how, moral rights and other intellectual property rights over all material and content including (but not limited to) text, images, web pages, sound, software, software code, interfaces, website structure and videos, in and to this website are owned by or licensed to Halstead Industries and its affiliates, unless otherwise indicated.

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All trademarks, service marks, and trade names are trademarks or registered trademarks of Halstead Industries LLC and its affiliates.

Digital Millennium Copyright Act

(i) DMCA Notice

Halstead respects the intellectual property rights of others. If you are a copyright owner or an agent thereof and believe that any user content or other content on the Site infringes your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further details):

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a United States District Court for the judicial district in which your physical address is located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

If you fail to comply with all of the requirements set out above, your DMCA notification may not be effective. Our designated Copyright Agent to receive notifications of claimed infringement is:

Legal Team
Halstead International

29 Oakwood Avenue
Norwalk, CT 06850

A copy of your DMCA Notification will be sent to the person who uploaded the material addressed in the notification.

Please be advised that under Section 512(f) of the Digital Millennium Copyright Act you may be held liable for damages and attorneys' fees if you make material misrepresentations in a DMCA Notification.

(ii) DMCA Counter-Notice

If you, the user, receive a DMCA notification because your content is claimed to infringe a copyright, but you believe in good faith that your content is not infringing or that you have authorization to use the material, you may respond to the DMCA notification by sending a counter notification to our Copyright Agent (whose contact information is provided above) that includes:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled (such as a URL for the webpage for where the material is posted);
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a United States District Court for the judicial district in which your physical address is located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

If you submit a DMCA counter notification, a copy of the counter notification, including your name and contact information, will be sent to the copyright owner or person who provided the DMCA notification. Please note that sending a DMCA counter notification may not result in your content being restored to our services if the copyright owner chooses to file suit against you within ten (10) business days of receiving the counter notification.

User Content

When you upload, transmit, create, post, display or otherwise provide any information, materials, documents, media files or other content on or through our Sites, you grant us an irrevocable, unlimited, worldwide, royalty-free, and non-exclusive license to copy, reproduce, adapt, modify, edit, distribute, translate, publish, publicly perform and publicly display the content, to the full extent allowed by applicable law.

Social networking sites

These Terms govern any submissions you make on any Halstead related third party website or page such as Facebook, Twitter, Pinterest, YouTube or social networking site. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions or ideas of Halstead or its employees and Halstead is not responsible for any such content. In any event, all material posted on any third party social networking sites must comply with these Terms.

Third-Party Services

We work with a global network of partners and service providers to provide you with useful content and functionality in connection with our Sites. This may include information, links, advertisements, chat services, or other content or functionality provided by third parties ("Third Party Services"). We are not responsible for, and have no control over, any Third-Party Services, and we are not liable for any damages or losses that are caused by any Third Party Services.

Website and Content Subject to Change

We make no guarantee that the content provided through the Sites is complete, current, or error-free (including content related to product availability, specifications, features, or prices). If we discover errors, we will make reasonable efforts to correct them. In some cases, product measurements and descriptions are approximate and provided only for ease of explanation or convenience.

Termination

We may terminate your account or suspend your access to the Site, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site) if we determine that you have violated these Terms of Use, without notice to you, effective immediately, which may result in the forfeiture and destruction of all information associated with you and your activities in connection with the Site. If you wish to terminate your account, you may do so by following the instructions on the Site.

Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SITES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM US, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR AFFILIATES SHALL BE DEEMED TO ALTER OUR DISCLAIMER OF WARRANTY REGARDING OUR SITES, OR TO CREATE ANY WARRANTY OF ANY SORT FROM US.

WITHOUT LIMITING THE PREVIOUS DISCLAIMER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT OUR SITES OR THE CONTENT THEREIN WILL (i) OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER; (ii) WILL BE FREE FROM ALL HARMFUL COMPONENTS OR ERRORS; (iii) WILL BE SECURE OR IMMUNE (INCLUDING THE CONTENT DELIVERED TO YOU OR THE INFORMATION YOU PROVIDED) FROM UNAUTHORIZED ACCESS; OR (iv) WILL BE ACCURATE, COMPLETE, OR RELIABLE, THAT THE QUALITY OF THE SITES WILL BE SATISFACTORY TO YOU, OR THAT ERRORS WILL BE CORRECTED. IN ADDITION, WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THIRD-PARTY SERVICES, ADVERTISEMENTS, CONTENT, OR ANY OTHER PRODUCT, SITES OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH OUR SITES.

Due to the nature of the Sites and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and/or security of information transmitted to or obtained from the Sites unless otherwise expressly set out on the Sites. The Sites may contain inaccuracies, typographical errors or other errors and may not always be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS, OPPORTUNITY OR DATA, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY OTHER INTANGIBLE LOSSES. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND EVEN TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ARE REASONABLE GIVEN THE BENEFITS OF THE SITES AND YOU WILL ACCEPT SUCH RISK AND/OR INSURE ACCORDINGLY.

Indemnity

You agree to indemnify, defend, and hold harmless us, our licensors, our agents, and all officers, directors, and employees from any and all third party claims, actions, losses, damages, liabilities, judgements, grants, costs, and expenses (including reasonable attorneys' fees) arising from: (i) your use of our Sites or use by any person that you allow to use our Sites that is not in accordance with these Terms, (ii) any breach of these Terms by you or by any person that you allow to use our Sites, or (iii) any violation of any laws or regulations or the rights of any third party by you or by any person that you allow to use our Sites.

Dispute Resolution; Binding Individual Arbitration; Class Action Waiver

NOTE: Please read this carefully. It affects your rights. Any dispute or claim relating in any way to your use of Halstead's services will be resolved by binding arbitration, rather than court.

(a) Our consumer service department is available to address any concerns you may have regarding our services. You may contact them by phone at 866-843-8453 or by regular mail sent Halstead Headquarters, 29 Oakwood Avenue, Norwalk, CT 06850.

(b) Any matter we are unable to resolve and all disputes or claims arising out of or relating to these Terms or your use of the services (each, a "Claim"), with the exception of the matters described in paragraph (d) below, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any AAA rules or procedures governing or permitting class actions or class arbitrations. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all Claims. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they may have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY THE PARTIES IN

THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. If any court or arbitrator determines that the class action waiver set forth in the preceding sentence is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth in this section shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims.

(c) The rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879. To the extent the initial filing fee for the arbitration exceeds the initial filing fee for a lawsuit, we will pay the difference in fees. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim is less than \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases.

(d) Paragraph (b) does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small claims court, in each case solely to the extent that any such Claim is not styled in the form of a class action litigation.

(e) 30-Day Right to Opt Out. You have the right to opt out of the provisions of this section by sending written notice of your decision to opt out to the following address: Halstead Headquarters, 29 Oakwood Avenue, Norwalk, CT 06850 within 30 days of the start of your use of our services. If you send this notice, then this section will not apply to either party. If you do not send this notice, then you agree to be bound by this section.

(f) You and Halstead agree that the state or federal courts in Fairfield County, Connecticut have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration, including any allegation by either party that paragraph (b) is invalid or unenforceable and any Claims following a final determination that paragraph (b) is invalid or unenforceable. Any dispute between the parties will be governed by this Agreement and the laws of the State of Connecticut and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Geographic Scope

The Sites are intended for use within the United States of America. Claims about our products or services are limited to the United States, unless otherwise disclosed. The Sites are intended to promote solely products that are sold in the United States. We do not represent or warrant that the Sites are appropriate or available for use outside the United States.

Entire Agreement & Severability

These Terms, our Privacy Policy, any additional terms that accompany our Sites, any amendments and any additional agreements you may enter into with us shall constitute the entire agreement between you and us with respect to our Sites and supersede all prior or contemporaneous oral or written communications, proposal, and representations with respect to our Sites or any subject matter covered by these Terms. If any provision of these Terms is deemed to be invalid, illegal or unenforceable (in whole or in part), then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. You may be subject to additional terms and conditions that govern your use of third-party services, content, or software.

No Waiver

If we do not exercise or enforce any legal right or remedy which is set out in these Terms or which we have the benefit of under any Applicable Law, this will not be construed as a formal waiver of our rights or remedies and such rights or remedies will remain available to us.

If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

Survival

Any provisions within these Terms that by their nature should continue to be in effect, shall survive the expiration or termination of these Terms, and remain valid and binding.

If any of these Terms or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Additional Terms May Apply

Depending on which of our products or services you use, additional terms may apply (“Additional Terms”).

Additional Terms may also apply for promotions, sweepstakes, contest, giveaways, or similar programs. If these Terms are inconsistent with any Additional Terms, the Additional Terms will control.

Changes to these Terms

From time to time, we may change these Terms in our sole discretion. We reserve the right to make these changes without notice, though we will update the “Last Updated” line at the beginning of these Terms after each revision. You are responsible for regularly reviewing these Terms, and your continued use of the Sites following any changes indicates your acceptance of those changes

Notices

Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Please feel free to contact us via one of the methods described on our [Contact Us](#) page. You agree that we may send notices to you regarding your use of the Site by means of electronic mail, a general notice posted on the Site or by written communication delivered either by overnight courier or U.S. mail to your email or mailing address as appearing in our records from time to time.