



TERMS OF USE

GENERAL

The following are terms and conditions of use (the "Terms of Use") between you and BENAA Surfaces LLC (hereinafter referred to as "BENAA", "we" or "us"). It applies to BENAA website located at www.benaasurfaces.com, and to any BENAA application, service, or tool (collectively "Services") where these Terms of Use is referenced, regardless of how you access or use them, including through mobile devices.

By accessing, or using our Services, you agree to these Terms of Use. You acknowledge that you have read, understand, and agree to be bound by these terms and to comply with all applicable laws and regulations, including export and re-export control laws and regulations.

BENAA reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use and any other information including products, services or programs contained in our Services, at any time without notice to you. Your continued use of our Services following the posting of changes will mean that you accept and agree to the changes.

If you do not agree to any of these terms, please do not access to and/or use our Services.

RESTRICTIONS ON USE OF CONTENT AND MATERIALS

BENAA or third parties granting rights to BENAA hold all rights, titles, and interests in and to all materials on our Services, which are the copyrighted work of BENAA and/or such third parties.

As long as you comply with these Terms of Use, BENAA grants you a limited, personal, non-exclusive, non-commercial and non-transferable privilege to enter, use and display the materials available on our Services only for purposes associated with your personal interaction with this BENAA Services.

Except as expressly provided in this "Terms of Use" or with BENAA's express prior written consent, you have no rights to copy, download, display, republish, reproduce, distribute, modify, edit, alter or enhance any of the materials in any manner. This limited privilege terminates automatically, without notice to you, if you breach any of these Terms. Upon termination, you must immediately destroy any downloaded and printed materials.

You acknowledge that BENAA has the right to report to law enforcement authorities any actions that may be considered illegal, as well as any reports it receives of such conduct. When requested, BENAA will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet or any other activity which is deemed to harm BENAA's reputation, ownership and intellectual property rights.

PRIVACY AND CONFIDENTIALITY OF PERSONAL INFORMATION

BENAA does not want you to send any confidential or proprietary information to BENAA's Services. Please note that any of your information or materials sent to BENAA will be deemed NOT to be confidential or proprietary. By sending BENAA any information or materials, you grant BENAA an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and other unlimited use of, those materials and/or information. You also grant BENAA unlimited privilege to use any ideas, concepts, know-how, or techniques that you send to us for any purpose.

BENAA will not display your name or otherwise publicize the fact that you submitted materials or other information to us unless one of the following circumstances applies:

- BENAA obtains your permission to use your name;
- BENAA is required to disclose of your name, sent materials and other information which are necessary to meet any applicable law, regulation, legal process or enforceable governmental request.

Personally identifiable information that you register to BENAA dealing with your request to receive products or services provided by BENAA will be handled in accordance with our Privacy Policy. Please see the entire BENAA's Privacy Policy on the tab titled "Privacy" on our Services.

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Our Services may contain links to third parties' Internet sites (Linked sites) and/or applications but BENAA has no control over such sites. These Linked sites and/or applications are provided solely as a convenience to our visitors. BENAA does not endorse, sponsor and is not responsible or liable for any content including any information or other materials from such sites and/or applications and without limitation any link contained in a linked site and/or application.

BENAA is not liable or responsible for any form of transaction or purchase of any product and/or service made between you and third party, even if you learn of such party (or use any link to such party) from BENAA Services.

When you access to such third party sites and/or applications, you acknowledge and agree that:

- Such third-party sites and/or applications are independent from BENAA;
- BENAA does not control or endorse any content of such third-party sites and/or applications.

For third parties interested in linking to BENAA Services, you agree that BENAA reserves the right, at its sole discretion, to terminate your permission to link to our Services at any time. In such event, you agree to immediately remove all links to our Services.

Your links to our Services must be authorized by BENAA's express prior written consent and MUST NOT:

- Copy and republish any materials and information from BENAA's Services or by no manner of means reproduce, modify and alter the appearance and visual presentation of any content within our Services
- Imply misleading appearance about BENAA's affiliation with you and your websites and/or applications;
- Suggest false information about BENAA's approval, endorsement, sponsorship, affiliation to your products and services or otherwise damage or tarnish BENAA's goodwill associated with BENAA name and its trademarks.

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Your access and use of our Services is at your sole risk. BENAA cannot guarantee any file, information, product, promotion, service or other materials that you download or obtain from our Services will be free of viruses, worms, Trojan horses, and other potentially destructive

programs. It is solely your responsibility for any damage or other losses arising from your access and use of our Services (including without limitation, any damage from loss of data, loss of information, damage to your electronic system, or any matter beyond its reasonable control).

Without BENAA's express prior written consent, BENAA disclaims any and all liability for the acts and conduct of any third party in connection with or related to your use of BENAA services. Such acts and conduct include without limitation any transaction of any product and service, promotion activity or any other acts and conduct by third parties. You acknowledge your sole responsibility for your use of our Services, any linked sites or any transmission made between you and third parties.

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LIMITATION OF LIABILITY

If any term in this Terms of Use is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of these Terms of Use will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Terms of Use.

APPLICABLE LAW

Any action related to these Terms will be governed by the law of the United States of America, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree to submit to the jurisdiction of the courts located in the United States of America, for the resolution of all disputes arising from or related to these Terms and/or your use of our Services.

CONTACT

BENAA Surfaces LLC

8610 S 212th St, Suite 300 Kent, WA 98031, USA

Phone: +1 (253) 656 5655 | **Fax:** +1 (253) 766 3166 | **Email:** info@benaasurfaces.com