

Terms of Use

Notification of Changes

These Terms of Use (“Terms of Use”) may be modified, changed or otherwise altered by Avery Products Corporation and/or Avery Products Company (collectively, “Avery”) or Vision Critical, in their respective sole discretion, at any time. Any changes to these Terms of Use will be posted on the Avery Advisors Community web site (the “Avery Community”) and will be effective immediately upon posting. Similarly, aspects of the Community (including gift cards, point values, and other rewards) may change at the discretion of the Community Host without prior notification. By continuing to access the panel after any change in the Terms of Use has been posted on the Avery Advisors Community, you are deemed to have read and understood the revised policies, and to have agreed to continue to abide by the Terms of Use, as revised.

Confidentiality/Non-disclosure

As a participant in the Avery Advisors Community, you will receive incentives for participating in research studies. During these studies, Avery’s confidential information may be disclosed. In consideration of the incentives and benefits that you will receive by participating in the Avery Advisors Community, you agree to maintain the secrecy of any disclosures, concepts, information, and ideas shared, discussed, or generated as a result of any study, and you agree not to disclose such disclosures, concepts, information, or ideas to anyone except Avery and Vision Critical.

Assignment of Intellectual Property Rights to Avery and Waiver of Claims

By participating in the Avery Advisors Community and reaping the benefits of participation in the panel offered by Avery and Vision Critical from time to time, you understand and agree that all content that you generate as a result of your participation in the panel or access to the Avery Advisory Community, including but not limited to any ideas or expressions of ideas, are works made for hire for Avery, and as such are owned by Avery. If ownership does not vest in Avery, then you irrevocably assign and transfer to Avery any and all right, title and interest in and to any and all content that you generate in the Panel, including but not limited to any ideas or expressions of ideas. All such user content, including but not limited to comments, suggestions, graphics, ideas (including but not limited to product, sales, marketing or advertising ideas) and any and all other information or materials you submit to, download or upload to or otherwise publish on the Avery Advisors Community shall at all times be and remain the exclusive property of Avery. This ownership by Avery, or irrevocable assignment of rights to Avery, includes any and all derivative rights and future rights associated with such user content, including the rights to derivative works, even if this panel ceases to exist at any time and the Avery Advisors Community is removed permanently from the Internet.

By accessing the panel, you also expressly disclaim and waive any and all proprietary and/or intellectual property rights in any such user content and you expressly acknowledge Avery’s

unrestricted right to use such user content (or materials or ideas similar to them) in its sole discretion, in any manner Avery determines, in any medium, now and in the future, without notice, compensation or other obligation to you or any other person or entity, including but not limited to sharing the user content with a third party. With the exception of your personally identifiable information neither Avery nor Vision Critical shall have any obligation to keep your user content confidential.

In consideration of your access to the panel, you further hereby irrevocably release and waive any and all rights, actions, proceedings, and/or claims you may have at any time, now and in the future, against Avery, Vision Critical, and/or their respective equity owners, officers, directors, employees, representatives, successors and assigns, with respect to any intellectual property or other proprietary rights, rights of privacy, publicity rights, rights of attribution, or any other rights that you may otherwise have with respect to such user content under the governing laws of the United States of America.

Privacy

As stated above, to the extent that you also provide any of your personally identifiable information to Avery or Vision Critical as a consequence of your participation in the panel or access to the Avery Advisors Community, Avery and Vision Critical will only use such information in accordance with the Avery/Vision Critical Privacy Policy.

Discretionary Membership

Your membership in and access to the panel is strictly at the discretion of Avery and Vision Critical, and may be revoked at any time without cause and without notice. You hereby release Avery, Vision Critical, and their respective equity owners, officers, directors, employees, representatives, successors and assigns from any and all liability, now and forever, that may arise at any time in connection with your use of the panel.

Code of Conduct

You also hereby expressly agree that you shall not upload, post, submit or transmit to, distribute or otherwise publish in the panel or on the Avery Advisors Community, any materials which (i) restrict or inhibit any other user from using the Avery Advisors Community, or contain a virus or other harmful component, or (ii) violate any United States laws or violate or infringe any rights of third parties (including patent, copyright, trademark, trade secret rights, rights of privacy or publicity or any other proprietary right), or (iii) are not appropriate or pertinent to the purpose of the Avery Advisors Community or that are libelous, discriminatory, defamatory or otherwise offensive. You shall at all times respect and abide by the intellectual property rights, including but not limited to the patents, copyrights, trademarks and other intellectual property and proprietary rights, of Avery and Vision Critical.

Additionally, you also agree at all times to abide by the following Rules of Conduct:

All users must be 18 years of age or older; no one under the age of 18 may enter the panel unless with written permission from an authorized guardian. By accessing the panel, you represent and warrant that you are at least 18 years of age, or have obtained written permission from an authorized guardian.

The panel is created for the exclusive use and enjoyment of its authorized users, Avery, and Vision Critical, consistent with these Terms of Use.

You shall not at any time modify any content that appears on the Avery Advisors Community, including any user content, and you may not copy, distribute, download, upload, display, post, or transmit any panel content, including but not limited to any user content, to any venue other than the Avery Advisors Community.

You shall not use the Avery Advisors Community to solicit or advertise any commercial activity.

You shall not engage in any behavior that does not support a safe and comfortable environment for all panel users, including but not limited to posting or transmitting any threatening, defamatory, sexually graphic, discriminatory, inflammatory, pornographic or profane material, or any other material that violates the rights of a third party or that is in any other manner deemed to be inappropriate in Avery's or Vision Critical's sole discretion.

Avery and Vision Critical reserve the right to determine what behavior and materials violate these rules of conduct in their respective, sole discretion and to edit or remove all or any portion of any such offensive or inappropriate content from the panel and/or the Avery Advisors Community in their sole discretion. Any user who violates these rules of conduct may be barred from further access to the panel and the website in the sole discretion of Avery or Vision Critical. Although Avery and Vision Critical may monitor postings and transmissions to the panel and the Avery Advisors Community, neither company is obligated to do so and neither company shall be liable for any such user content or any other content generated, permissibly or impermissibly, by any person or entity.

You shall not take any action at any time, either directly or indirectly, that imposes an unreasonable or disproportionately large burden on the Avery Advisors Community or that otherwise interferes with the panel.

You shall facilitate the receipt of and shall not block weekly emails to inform you of new panel offers and/or activities such as discussion topics and surveys that are available on the Avery Advisors Community.

Additional Content/Activity Prohibited

The following is a partial list of the kind of content that is illegal or prohibited in the panel and on the Avery Advisors Community. Avery and Vision Critical reserve the right to investigate and take appropriate action against anyone who, in Avery's or Vision Critical's sole discretion, violates these provisions, including without limitation removing the offending content from the panel and/or terminating the right of any offending user to participate in the panel.

Prohibited content includes, but is not limited to content that, in the sole discretion of Avery, and/or Vision Critical, that:

- is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- harasses or advocates harassment of another person; or
- exploits adults or children in a sexual or violent manner; or
- contains nudity, violence, or offensive subject matter or contains a link to an adult website; or
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, discriminatory, defamatory or libelous; or
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming;" or
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to promoting terrorism, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
- violates any law, rule, regulation of statute, including any communications laws; or
- solicits passwords or personal identifying information for commercial, criminal or unlawful purposes from other users; or
- involves commercial activities and/or sales or marketing activities not authorized and sponsored by Avery and/or Vision Critical such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- includes a photograph or other image of another person posted without that person's prior, written consent.

Limited Access and Use of the Panel

Avery and Vision Critical grant you a limited license to access and use the panel solely to participate in the Avery Advisory Community in accordance with these Terms of Use.

Warranty

Avery and Vision Critical endeavor to maintain the panel, the Avery Advisors Community and its operation in good working order but are not, and cannot be, responsible for the results of any bugs, viruses, deficiencies or other defects that may exist at any time in the Avery Advisors Community or its operation. Avery and Vision Critical expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose, title and non-infringement. Neither Avery nor Vision Critical makes any warranty whatsoever that (i) the operation of the panel website will meet the user's requirements; or (ii) access to the panel website will be uninterrupted, timely, secure, free of viruses, worms or other harmful components, or free of defects or errors; or (iii) the results that may be obtained from the use of the panel website will be accurate or reliable; or (iv) defects will be corrected. As a user you assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or any other problems whatsoever you may have as a result of visiting the panel or the Avery Advisors Community.

Limitation of Liability

Under no circumstances shall Avery, Vision Critical, or any of their respective equity owners, officers, directors, employees, representatives, successors or assigns, be liable for any damages or injury, including any direct, special, incidental, consequential, punitive or other damages, that may result from access to or use of, or the inability to access or use, the panel, the Avery Advisors Community, or any content or other materials therein, whether in an action arising under contract, negligence or other tort. Neither Avery, Vision Critical, nor any of their respective equity owners, officers, directors, employees, representatives, successors or assigns shall be liable to you under any circumstances, even if Avery, Vision Critical, or any of their respective authorized representatives has been advised of the possibility of such claims or damages, or such claims or damages are otherwise foreseeable. These include but are not limited to claims, damages and/or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, or other harmful component.

Indemnification

You will defend, indemnify and hold Avery and Vision Critical, and their respective equity owners, officers, directors, employees, representatives, successors and assigns, harmless of and from any claim or demand made by any third party against any of them due to or arising out of your participation in the panel, your access to or use of the panel website, or any breach by you of any of these Terms of Use.

Jurisdiction and Waiver of Right to Trial by Jury

These Terms of Use and any disputes arising under or related to these Terms of Use (whether for a claim of breach of contract, tort, or otherwise) will be governed by the laws of the State of California, without reference to its conflict of laws principles. You shall submit to jurisdiction in California, any cause of action arising hereunder shall be brought in a state or federal court in Los Angeles or Orange County, California, and you hereby accept and submit to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings hereunder. You also waive to the fullest extent permitted by law any right to a trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any right or remedies under or arising in connection with or relating to your participation in the panel, your use of the panel website in any manner, or these Terms of Use.

Non-Disclosure Agreement

To participate in our creative process, we ask that you keep the contents of this community confidential.

I understand that the company for whom Vision Critical, Inc. is conducting this community ("Avery") considers this community, any part of the community, and the information that is related to this community (collectively "the community") to be confidential and owned by Avery

Products Corporation. Accordingly, on behalf of myself and the members of my household, I agree to the following:

- not to disclose the community to anyone other than representatives of Vision Critical, Inc.;
- that all right, title, and interest in the community, including, for example, all copyrights, trademarks, patents, and other intellectual property rights, are owned by Avery, and that Avery has not granted me any right, title, or interest in the community;
- that all of my responses and comments, and all related information, to the community (collectively "My Responses") are works made for hire for Avery, and as such are owned by Avery, and if ownership of My Responses does not vest in Avery, that I then irrevocably transfer and assign all of my right, title, and interest in My Responses to Avery; and
- that I specifically acknowledge and agree that Avery may, in any manner that Avery desires, use My Responses including, for example, sharing My Responses with others and any usage or sharing of My Responses would be anonymous (not be identifiable to an individual respondent).