

JNJ Industries Online Pricing Service Agreement

Last Revised: 8/3/04

This JNJ Industries Agreement (the "Agreement") is a legal contract between you and JNJ Industries, Inc. ("JNJ Industries"). The Agreement governs your use of the various online tools and information offered on JNJ Industries' website. Your use of *Online Pricing* is conditioned on your acceptance of this Agreement. By using the *Online Pricing* or by checking the acceptance box during online registration, you accept and agree to be bound by all the terms and conditions of this Agreement. Since this is a binding legal agreement between you and JNJ Industries, please print a copy of this Agreement for your records.

1. REGISTRATION PROCESS

To sign up for or receive JNJ's *Online Pricing*, you must submit and/or maintain on file with JNJ Industries certain registration data, as requested by JNJ Industries' online registration form. Such registration data shall include, but not be limited to, your name, address, email address, telephone number, and company, JNJ Industries reserves the right, in its sole discretion, to refuse any registration request for any reason or no reason.

2. YOUR PROMISES AND OBLIGATIONS

AS A CONDITION OF RECEIVING ANY SERVICES, YOU PROMISE, REPRESENT, AND WARRANT THE FOLLOWING.

- a. All of the registration information you supply to JNJ Industries is true, complete, and accurate, and you will notify JNJ Industries of any changes to your registration data during the term of this Agreement and submit updated information within ten (10) days of any such changes;
- b. You will safeguard your account user name and password by not disclosing your password to any third party, and you will assume responsibility for any and all harm or liability attributable to you or any other person accessing your account or any Services with your user name and password;
- c. You will not copy, sell, redistribute, license, sublicense, or otherwise transfer your account, or any materials provided to you in connection with the *Online Pricing*, to any third party without JNJ Industries' written consent;
- d. You will treat any pricing information not intended for the general public as confidential.
- e. You have full power and authority to enter into this Agreement and to perform your obligations hereunder.

Without limiting its other remedies, JNJ Industries may refuse or cancel your account or Service at any time for any violation of the foregoing promises.

3. DURATION AND CANCELLATION OF SERVICES

At any time after registration, either you or JNJ Industries may cancel the registration (or JNJ Industries may discontinue the Service completely) by providing written notice to the other party, in which case the registration will terminate on the date specified in the cancellation notice. If no date is specified, the registration will terminate at the end of the or calendar month. JNJ Industries also reserves the right to cancel any registration immediately and without notice in the event that you breach any provision of this Agreement or any other terms that apply to that Service.

4. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement will begin on the date that JNJ Industries accepts your initial registration and will continue in force until terminated according to this section. Upon cancellation of registration, or any time thereafter, either party may terminate your account and this Agreement by written notice to the other party. JNJ Industries also reserves the right to terminate your account and this Agreement immediately and without notice in the event that you breach any provision of this Agreement. Sections 10 through 15 of this Agreement shall survive and remain in effect notwithstanding any termination of this Agreement.

5. RESTRICTIONS. If your employment is terminated with the JNJ distributor or if JNJ Industries terminates or does not extend a relationship with said Distributor your **Distributor Login and Password** will be terminated. You will destroy any printed, or downloaded pricing information within seven (7) days of termination.

6. DISCLAIMER OF WARRANTY

JNJ Industries makes no guarantees of any kind regarding the use or the results derived from any Services in terms of dependability, accuracy, security, timeliness, availability, reliability, or usefulness. The Services and all related materials are provided "AS IS" without warranty of any kind. JNJ INDUSTRIES HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE REGISTRATION AND RELATED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. INDEMNIFICATION

You agree to indemnify, hold harmless, and (at JNJ Industries' request) defend JNJ Industries and its officers, directors, shareholders, and representatives from and against any and all liability, damages, losses, costs, or expenses (including but not limited to attorneys' fees and expenses) incurred in connection with any claim related to (a) your breach of any term, condition, representation, warranty, or covenant in this Agreement; or (b) the information you supply to JNJ Industries or make available to any third party, including your registration data and the content of the web pages. This obligation shall survive any termination of your relationship with JNJ Industries.

8. QUESTIONS

If you have any questions about this Agreement or JNJ Industries' Services, please contact JNJ Industries by email at sales@jnj-industries.com.