

## TERMS OF USE

**Last Updated / Effective Date:** July 19, 2019

Welcome to this website (“**Site**”) owned by ORBIS Corporation (“**ORBIS**,” “**we**,” “**us**” or “**our**”). Your access to and use of this Site is subject to the following Terms of Use (“**Terms**”). Please read these Terms carefully before accessing or using this Site, so that you fully understand your rights and responsibilities.

**BY ACCESSING OR USING THIS SITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THIS SITE. IF YOU BELIEVE THERE ARE ERRORS IN THESE TERMS, TO CORRECT ERRORS PRIOR TO YOUR AGREEMENT WITH THE TERMS, CONTACT ORBIS AS LISTED BELOW.**

**TO THE EXTENT YOU ARE A CONSUMER IN CANADA AND THESE TERMS ARE HELD TO BE A CONSUMER AGREEMENT, CERTAIN PROVISIONS OF THESE TERMS MAY BE PROHIBITED BY APPLICABLE LAW (INCLUDING IN THE PROVINCE OF QUEBEC) AND WILL NOT APPLY TO YOU. SEE SECTION 30.**

**THESE TERMS CONTAIN AN AGREEMENT BY YOU TO RESOLVE DISPUTES ARISING FROM YOUR USE OF THE SITE THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REVIEW THE ARBITRATION SECTION BELOW SINCE YOU ARE GIVING UP CERTAIN RIGHTS, SUCH AS THE RIGHT TO A JURY TRIAL AND THE RIGHT TO SUE ORBIS IN A CLASS ACTION LAWSUIT.**

ORBIS may modify or amend these Terms at any time. All changes will be effective immediately upon their posting on this Site. Material changes will be posted conspicuously on this Site. By accessing the Site after changes to the Terms are posted, you agree to the changes.

These Terms apply to the following website: <http://www.orbiscorporation.com/>. These Terms do not apply to the information gathered by ORBIS’ affiliates Menasha Corporation, Menasha Packaging Company, LLC or Lewis + Bins. Please see the websites for those affiliates for the applicable terms of use.

\*\*\*\*\*

**1. PRIVACY POLICY.** We may collect certain information from your access to and use of the Site as described in our [Privacy Policy](#), which is a part of these Terms. The Privacy Policy describes our information collection, use, and sharing practices. If you do not agree to our collection, use or disclosure of your Personal Information as set forth in the [Privacy Policy](#), do not access or use the Site or send us Personal Information. In the event of conflict between these Terms and the [Privacy Policy](#), the [Privacy Policy](#) shall control.

**2. CONTENT.** The Site, including its text, audio, video, images, artwork, graphics, photographs, interfaces, icons, software, code, documentation, other components and content, look and feel, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the “**Content**”), are exclusively the property of ORBIS or, as applicable, its affiliates,

suppliers and licensors. Except for the rights expressly granted to you in the next section, ORBIS reserves all other rights in and to the Site and Content, including all intellectual property rights.

**3. SITE USE RIGHTS.** ORBIS grants to you a limited, non-transferable, non-exclusive, terminable right to use the Site and the Content so long as you comply with these Terms, the [Privacy Policy](#), all other terms posted throughout the Site as applicable to you, and applicable laws.

**4. INTELLECTUAL PROPERTY RIGHTS.** All copyrightable text, audio, video, graphics, charts, photographs, icons, and the design, selection, and arrangement of Content in any medium on this Site are copyrighted by ORBIS, unless otherwise noted. The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to ORBIS or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law.

**5. OFFERS VOID WHERE PROHIBITED.** All offers set forth on this Site are void where prohibited, and are subject to the posting of any official rules pertaining to the offers. Some services offered on this Site may not be available in certain areas.

**6. USE OF MARKS.** ORBIS owns certain trademarks, names, logos, insignia, or service marks (“Marks”). The distinctive and original layout and presentation of this Site also constitutes protectable trade dress under applicable federal law. You do not have the right to use any such Marks or trade dress except as expressly agreed to in writing, in advance by ORBIS.

**7. THIRD-PARTY MATERIALS.** The Site may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third party’s consent.

**8. ACCOUNTS.** You may register for various accounts through the Site (e.g., an ORBIS Access Account or a Recycling Program Account) (each an “Account” and collectively, the “Account(s)”). In order to use your Account, you agree to provide us certain Personal Information (as defined in the [Privacy Policy](#)), as required for those Accounts. You agree that any Personal Information you provide will be true, current and complete information. We will treat all Personal Information you provide as set forth in the [Privacy Policy](#). If any Accounts require a username and password, you are required to keep such information confidential. You are responsible for all activities that occur under your Account. If you believe that your Account has been compromised, you must immediately contact us at [info@orbiscorporation.com](mailto:info@orbiscorporation.com). Additional terms, conditions and policies may apply relating to an Account as identified at the time and point of Account creation and/or access.

**9. PRODUCTS DISPLAYED ON THE IMAGE LIBRARY.**

**a. Product and Accompanying Information.** ORBIS uses an “Image Library” to display certain products which are offered for sale through ORBIS. Each product display may include the following type of information: a photograph, asset type and sub-type, industry, region, product category and line, model, and color in a manner which is as accurate as possible. However, the actual details you see will depend on your monitor. We cannot guarantee that any such information of the product you choose will be the same as is displayed on the Image Library. Product descriptions are subject to change without notice at any time.

- b. Product Availability.** The products mentioned on the Site or made available through the Image Library are subject to availability and may not be available for immediate delivery. ORBIS may change the products at any time without notice or liability to you. Availability of products may be limited in certain areas. When you purchase our products, additional terms and conditions may apply.
- c. Third Party Site.** When you access the Image Library or browse any of the products made available through the Image Library, you are directed from the Site to a third-party website hosted by Bynder. Your access of the Image Library is governed by Bynder's terms of service, not these Terms. We are not responsible for any information that you provide to Bynder. You may be asked to create an account with Bynder. A Bynder account is NOT an "Account" with ORBIS.

**10. EMPLOYMENT OPPORTUNITIES.** You can explore job opportunities and apply for jobs when accessing the Careers page on the ORBIS site, which redirects you to a website run by ORBIS' affiliate, Menasha Corporation. Menasha Corporation uses a third-party service provider, Enlighten Solutions, LLC d/b/a SourceMob ("SourceMob"), to host the Menasha Corporation Careers page.

You may upload a resume and other materials to apply for career opportunities through the Menasha Corporation website. Do not upload a resume or apply for a job for any other person. You agree that all information you provide is current, accurate, and complete. Your submission of a job application does not require ORBIS or Menasha Corporation to review such materials or consider you for employment. Career opportunity descriptions on the Site are subject to change at our sole discretion without notice.

## **11. ACCEPTABLE USE POLICIES.**

- a. Age of Majority.** You must be the age of majority (which is typically eighteen (18) or nineteen (19) years old) in your place of residence to use this Site. If you are under the age of majority, you must immediately stop using this Site.
- b. Compliance with Laws.** You agree to comply with all local, state/provincial, federal and international laws and regulations that apply to your use of the Site.
- c. Use for its Intended Purpose.** You shall only use the Site and the Content for their intended purposes for which they are made available to you by ORBIS.
- d. Anti-Virus.** You must use up-to-date, commercially standard, anti-virus software on any computer or device used by you to access the Site.
- e. Information You Provide.** When you provide information to us, for example, when you request information through the Site on the "Request Info" page, you agree that you only provide current, accurate information and you only provide information that you have a right to share. Do not provide us any information that violates law or another person's intellectual property rights or privacy rights.

**12. PROHIBITED USES OF THE SITE.** When you use our Site, you are prohibited from the following activities:

- a. You may not copy, distribute, reproduce, modify, translate, adapt, reverse-engineer, decompile, disassemble, frame or mirror, or create derivative works of the Site or Content, or circumvent the navigational structure of the Site, or any part of the Site or Content, without the prior written consent of ORBIS.
- b. You may not access, use, gather information or copy any portion of the Site, including any of its Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, deep-link, or other automated devices or mechanisms.
- c. You may not use the Site to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, ransomware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, network, data, or Personal Information (as defined in the [Privacy Policy](#)).
- d. You may not engage in any activities that aim to circumvent or attempt to circumvent any security or authentication measures implemented by or on behalf of ORBIS or render the Site or associated services inoperable, make their use more difficult, or disrupts, damages, disables, impairs, or overburdens the Site or the servers used to make the Site available.
- e. You may not engage in any activities that attempt to gain unauthorized access to the Site, other computer systems or networks connected to the Site, through password mining or any other means.
- f. You may not upload, distribute, transmit, or post anything to the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another; or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.
- g. You may not harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Site, including e-mail addresses, without the express consent of such users, or use any part of the Site or Content for the purposes of sending, uploading, posting, displaying, or transmitting commercial electronic messages, including advertisements, chain letters, spamming, junk mail, solicitations, or any other promotional materials.
- h. You may not, for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Site.
- i. You may not engage in any conduct while using the Site that ORBIS considers inappropriate, unauthorized, or contrary to the intended purpose of the Site.

We reserve the right to prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to the Site, the Content, us, our brand, or any other person or entity, or that violates these Terms and/or applicable law.

**13. DISCLAIMER OF WARRANTIES. THE SITE IS PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORBIS EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES OR CONDITIONS ARISING FROM STATUTE SUCH AS COURSE OF PERFORMANCE AND USAGE IN TRADE.**

**ORBIS DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, SECURITY, RELIABILITY, TIMELINESS, OR AVAILABILITY OF THE SITE OR THE CONTENT. ORBIS DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.**

**WE MAKE NO REPRESENTATION THAT THE SITE IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION. YOU ARE RESPONSIBLE FOR COMPLYING WITH THE LAWS AND REGULATIONS APPLICABLE TO YOU.**

**THE LAWS OF CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES, CONDITIONS, OR LIMITATIONS OF LIABILITY. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.**

**14. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ORBIS, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS OR LICENSORS (TOGETHER, “ORBIS PARTIES”) BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE ORBIS PARTIES’ AGGREGATE LIABILITY TO YOU EXCEED \$100 U.S.D., EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE.**

**THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

**15. INDEMNIFICATION. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND (AT ORBIS' REQUEST), AND HOLD HARMLESS THE ORBIS PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND OTHER LEGAL FEES) THAT ARISE OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO, USE OF, OR MISUSE OF THE SITE OR THE CONTENT; (B) YOUR VIOLATION OF ANY APPLICABLE LAWS; (C) YOUR INFRINGEMENT OR MISAPPROPRIATION OF ORBIS' OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (D) YOUR VIOLATION OF THESE TERMS. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.**

**16. COPYRIGHT POLICY.** We respect the intellectual property rights of others and we ask that you do the same. We strive to expeditiously remove any infringing material from the Site if we become aware of it. It is our policy to terminate repeat infringers' Accounts and/or use of the Site to the extent technologically feasible. ORBIS' copyright agent for notice of claims of copyright infringement on its Site is: [copyrightagent@orbiscorporation.com](mailto:copyrightagent@orbiscorporation.com).

If you are a United States resident and you believe that anything on the Site infringes any copyright that you own or control, please see our [Digital Millennium Copyright Act \("DMCA"\) Policy](#) and follow the procedures described in that policy. Our DMCA Policy only applies to those located in the United States.

**17. THIRD-PARTY CONTENT AND WEBSITES.**

- a. Third-Party Websites.** The Site may link to, or be linked to, websites not maintained or controlled by ORBIS. Those links are provided as a convenience and ORBIS is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party website or any programs, products, or services made available through those websites. Please take care when leaving the Site to visit a third-party website. You should read the terms of use and privacy policy for each website that you visit. You are subject to any third-party terms, conditions and policies when you visit a third-party website, even if linked through the Site. Third parties might use your data and Personal Information differently than ORBIS, so it is important that you read and understand any third-party privacy policies.
- b. Third-Party Content.** The Site contains third-party Content for your convenience ("**Third-Party Content**"). The presence of Third-Party Content does not mean that ORBIS endorses the Third-Party Content, has reviewed the Third-Party Content, or that there is any association between ORBIS and any third party. You access Third-Party Content at your sole risk. ORBIS has no responsibility for any Third-Party Content.
- c. Social Media.** Links to ORBIS' social media pages (e.g., Facebook, Twitter, YouTube, and LinkedIn) can be found on the Site ("**Social Media Pages**").
  - i. Purpose.** ORBIS' Social Media Pages are intended to provide a place for you to learn more about ORBIS. We look forward to an open and honest dialogue with

you on our Social Media Pages, but since anyone can post on our Social Media Pages, posts do not necessarily reflect the views of ORBIS.

- ii. **Your Posts on Social Media.** We may or may not review content you post on our Social Media Pages. We will remove anything that we deem offensive, inappropriate or inconsistent with the vision of ORBIS posted on our Social Media Pages. We may work with third-party service providers of the Social Media Pages to block users who are being offensive, abusive, disruptive or otherwise violating these Terms or applicable laws. We will treat all information posed to our Social Media pages as non-confidential.
- iii. **Our Posts on Social Media.** If ORBIS follows, likes, re-tweets, favorites, shares, re-posts or does any other similar action to any user's content on its Social Media Pages, that is not an endorsement of that third party or any product, service or company they represent.

**18. LINKING TO THE SITE.** If you operate another website and are interested in linking to our Site, you agree to be bound by the following rules: (a) the link must be a text-only link clearly marked; (b) the link, and use thereof, must be in connection with a website of appropriate subject matter that furthers the mission of ORBIS; (c) the link, and use of the link, may not (or have the potential to) damage or dilute the goodwill associated with ORBIS' names and marks; (d) the link, and use of the link, may not create the false appearance that an entity other than ORBIS is associated with or sponsored by ORBIS; (e) the link, when activated by a user, must display this site full-screen and not within a "frame" on the linked website; and (f) ORBIS reserves the right to revoke consent to the link at any time in its sole discretion, either by amending these Terms or through other notice. You are responsible for all costs and expenses incurred by ORBIS in enforcing its rights in this Section.

**19. FEEDBACK.** We may use any comments, questions or feedback that you send us in our discretion and without attribution or compensation to you. You warrant that you are the sole owner and creator of any feedback you provide us, and you have all necessary permissions to provide us such feedback, and that your feedback will not violate the intellectual property rights of any third party. We will treat any comments, questions or feedback in accordance with our [Privacy Policy](#).

**20. GOVERNING LAW.** Unless expressly required otherwise by the laws of your country of residence, these Terms are governed by the laws of the United States and the State of Wisconsin, without regard to any conflict of laws provisions. Venue is exclusively in Waukesha County, Wisconsin with respect to any dispute arising under these Terms, unless otherwise agreed by ORBIS in its sole discretion. If any provision of these Terms is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator may modify the provision to the minimum extent necessary to make an invalid provision enforceable and valid. If modification is impossible or impracticable, then the provision will be severed and the remaining terms in these Terms will be interpreted and read to give them maximum enforceability.

**21. DISPUTES WITH ORBIS; BINDING ARBITRATION.** Except as set forth below or to the extent prohibited by applicable law, both parties agree to resolve any disputes arising under these Terms or relating to the Site through binding arbitration, on an individual basis, as described in this Section.

- a. **WAIVER. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP YOUR RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS, YOU MAY NOT BRING A CLAIM AGAINST ORBIS IN A CLASS ACTION LAWSUIT, AND THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN ONE OR MORE PERSON'S OR PARTY'S CLAIMS IN A CLASS OR PROCEEDING.** In the event a court determines that the foregoing is unenforceable, then such claim must be severed from the arbitration and brought in court, subject to ORBIS' right to appeal.
- b. **Good Faith Discussions.** You and ORBIS must first attempt to resolve any dispute by good faith discussions or email. If the parties cannot resolve a dispute with good faith discussions, then either party may submit the dispute to binding arbitration as set forth in these Terms.
- c. **Rules.** You and ORBIS agree that arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules, then in effect and as amended herein (the "**Rules**"). The Rules can be found at: <https://www.adr.org/Rules>. You and ORBIS agree that this agreement to arbitrate involves a transaction of interstate commerce and therefore the Federal Arbitration Act will govern the interpretation and enforceability of this agreement to arbitrate.
- d. **Initiating a Claim.** The party desiring to initiate arbitration must provide the other party a Demand for Arbitration in accordance with the Rules and the parties will thereafter mutually agree upon the arbitrator. If the parties cannot agree upon the arbitrator within ten (10) days, an arbitrator will be appointed in accordance with the Rules.
- e. **Arbitrator.** Arbitration shall be before one (1) arbitrator who shall have exclusive authority to resolve any disputes arising under these Terms or with regard to the Site, including as to the enforceability and/or formation of this agreement to arbitrate made between you and ORBIS.
- f. **Location.** You agree that arbitration shall take place exclusively in Chicago, Illinois. However, where the disclosed claims or counterclaims do not exceed \$25,000, the dispute may be resolved by the submission of documents only/desk arbitration (see the Rules for more details). Either party may, however, ask for a hearing, or the arbitrator may decide a hearing is necessary.
- g. **Time Limit.** Subject to applicable law, any claim by you arising in connection with the Site must be commenced by you within one (1) year of the dispute giving rise to the claim.
- h. **Confidentiality.** The arbitration and information disclosed during arbitration may not be disclosed to any third party except as required by law. The parties will not make any comments or announcements to the public about the subject matter or outcome of any arbitration.
- i. **Changes to this Agreement to Arbitrate.** If ORBIS modifies this arbitration provision, you may reject that change by sending ORBIS written notice within thirty (30) days of our posting of the change, in which case we will terminate your Account(s) and you must stop using the Site.



- j. The Arbitrator's Decision.** The arbitrator's decisions and judgement will be final and binding on the parties, but will have no precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms.
- k. Costs and Expenses.** Each party shall pay their own expenses and fees, including their own attorneys' and other legal fees, arising from arbitration, unless the arbitrator determines that your claims were improper or frivolous, in which case the arbitrator may require you to reimburse us for certain fees and expenses in accordance with the Rules.
- l. Exceptions.** Notwithstanding anything to the contrary in this Section, you and ORBIS each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights.

**22. TERMINATION.** If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Site or Content. In addition, ORBIS may suspend or terminate your Account(s) or your access to the Site or Content, in whole or in part, temporarily or permanently, for any reason in ORBIS' sole discretion, with or without notice to you.

- a. Discontinuing the Site or any Content.** ORBIS may suspend or terminate the Site or any Content, in whole or in part, at any time in its sole discretion, for any reason.
- b. Effect of Termination.** In the event the Site or your Account is terminated, you remain obligated to pay ORBIS any outstanding fees you owe to ORBIS (if any).
- c. No Liability for Suspension or Termination.** ORBIS shall not be liable to you or anyone else for any damages arising from or related to ORBIS' suspension or termination of your Account, your access to the Site (in whole or in part) or the Content, or in the event ORBIS modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).

**23. COOPERATION WITH LAW ENFORCEMENT.** ORBIS may cooperate with law enforcement if you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD ORBIS AND ITS REPRESENTATIVES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.**

**24. ASSIGNMENT.** We may assign our rights and delegate our duties under these Terms, in whole or in part, without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent and any such assignment in violation of this Section is void. These Terms shall inure to the benefit of ORBIS' successors and assigns.

**25. THIRD-PARTY BENEFICIARIES.** These Terms do not confer any rights, remedies, or benefits upon any person other than you and ORBIS, except that ORBIS' affiliates are third-party beneficiaries of these Terms.

**26. INTERPRETATION.** These Terms, including our [Privacy Policy](#), the [DMCA Policy](#) and any terms referenced on the Site, are the entire agreement between you and ORBIS with respect to your access to and use of the Site and Content.

The Terms and Conditions of Service, Terms and Conditions of Purchase, and Terms and Conditions of Sale found on the Site shall apply to the purchase and sale of products and services, and are separate from these Terms.

**27. WAIVER.** ORBIS' failure to enforce any provision in these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by ORBIS.

**28. ELECTRONIC COMMUNICATIONS.** These Terms and any other agreements, notices, or communications between you and ORBIS may be provided to you electronically if permitted by law. ORBIS may provide notices to you by using any contact information provided by you or through your Account, or by posting such notices to the Site. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

**29. TERMS APPLICABLE TO NEW JERSEY CONSUMERS.** No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (a) negligence, (b) products liability claims, (c) the punitive damages laws, (d) the New Jersey Uniform Commercial Code, or (e) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. ORBIS reserves all rights, defenses and permissible limitations under the laws of New Jersey and under the laws of your state of residence.

**30. TERMS APPLICABLE TO CONSUMERS LOCATED IN CANADA.** To the extent you are a consumer in Canada and these Terms are held to be a consumer agreement, any provision of these Terms which is prohibited under applicable law (which may include the Province of Quebec) shall be severed from these Terms and the remaining terms and conditions herein shall continue in full force and effect. Without limitation, these Terms shall be amended as follows:

- a. **Governing Law.** These Terms shall be governed by the laws of the Province or Territory (and the federal laws of Canada applicable therein) in which you reside.
- b. **Disclaimer of Warranties.** **THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, DO NOT ALLOW THE LIMITATION OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE LIMITATIONS IN SECTION 13 ABOVE MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**
- c. **Limitation of Liability.** **THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, DO NOT ALLOW THE LIMITATION OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE LIMITATIONS IN SECTION 14 ABOVE MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.**

- d. Binding Arbitration.** Any provisions in these Terms regarding (a) arbitration (Section 21), and (b) waiver of class actions (Section 21(a)), shall not apply with respect to consumers in Quebec.
- e. Reservation of Rights.** ORBIS reserves all rights, defenses and permissible limitations under the laws of Canada, including but not limited to the Province of Quebec.

**31. NOT APPLICABLE IN CHINA.** For clarity, these Terms do not apply to ORBIS' affiliate website in China.

**32. TRANSLATIONS.** The official language of these Terms is English. Any translations of these Terms are provided for your convenience only. In the event of conflict, the English language version of these Terms controls (unless otherwise required by applicable laws).

It is the express wish of the parties that these Terms and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

**33. CONTACTING US.** If you have any questions or concerns regarding these Terms, please contact us at:

**Data Controller:**

ORBIS Corporation

Attn: Marketing Communications Manager

P.O. BOX 389

Oconomowoc, WI 53066-0389

800-890-7292

[info@orbiscorporation.com](mailto:info@orbiscorporation.com)