

# Terms & Conditions

## Terms and Conditions

Last Updated: 05/22/18

### Section 1: Introduction.

Welcome to the website of Broadway Kleer-Guard Corp., DBA Broadway Industries (“Broadway”, “Broadway Industries”, “we”, “us”, or “our”). The following terms and conditions (or “Terms of Use”) govern your access to and use of [www.broadwayind.com](http://www.broadwayind.com) or [www.broadwayindustries.com](http://www.broadwayindustries.com), including any content, functionality and services offered therein (collectively, the “Website”).

Please read the Terms of Use carefully. By accessing and using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. These Terms of Use, along with our Privacy Policy constitutes a legally binding agreement between you and us. IF YOU DO NOT AGREE WITH ANY PART OF OUR PRIVACY POLICY OR THESE TERMS OF USE, YOU MAY NOT USE OUR WEBSITE.

This Website is offered and available to users who are 18 years of age or older or the age of majority in your jurisdiction. If you are under 18 years old or the age of majority in your jurisdiction, then you may only use the Website with your parent or legal guardian’s permission. By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### Section 2: Changes to the Terms of Use.

We may update these Terms of Use from time to time in our sole discretion. We will post the “Last Updated” date above to reflect when last updated the Terms of Use. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

### Section 3: Intellectual Property Rights.

The Website and its entire contents, features and functionality (including, but not limited to, all information, software, functions, features, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Broadway Industries, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. By accessing and using the Website, you agree that you will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website. You agree that you will not modify or make copies of any materials from this Website, or delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Broadway Industries. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks.

Broadway Industries' name and all related names, logos, product and service names, designs and slogans are trademarks of Broadway Industries or its affiliates or its licensors, whether registered or not. You must not use such marks without the prior written permission of Broadway Industries or unless otherwise permitted under these Terms of Use. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

#### **Section 4: Prohibited Uses.**

By accessing and using the Website, you agree that you will only use the Website for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation;
- In any way that violates or infringe upon the privacy, publicity, intellectual property, or other proprietary rights of Broadway Industries or third parties;
- To transmit, post, share, distribute, reproduce or otherwise make available any content that is known by you to be fraudulent, false or misleading or any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable (as determined in our sole discretion);
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information or otherwise; or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which may harm Broadway Industries or users of the Website or expose them to liability (as determined solely by us).

Additionally, you agree not to:

- Use the Website or otherwise engage in any activity that could in any manner disable, overburden, damage, or impair the Website or interfere with proper operation of the Website or any other party's use of the Website;

- Use any robot, spider or other device, process or means, whether automated or manual, to access the Website for any purpose, including collecting, mining, scraping, monitoring or copying any of the material on the Website;
- Use any device, software or routine that interferes with the proper working of the Website;
- Introduce any viruses, trojan horses, worms, bombs or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- Frame or enclose the Website or any content thereof; or
- Otherwise attempt to interfere with the proper working of the Website.

#### **Section 5: Reliance on Information Posted.**

The information presented on or through the Website is made available solely for general information purposes. We disclaim any and all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. Please note that this Website may include content provided by third parties. All statements and/or opinions expressed in third party content, other than the content provided by Broadway, are solely the opinions and the responsibility of the person or entity providing those materials. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **Section 6: Changes to the Website.**

We may update the content on this Website from time to time, but we are under no obligation to do so. You acknowledge and agree that any of the content on the Website may be out of date at any given time.

#### **Section 7: Disclaimer of Warranties.**

To the extent permissible by applicable law, Broadway and its affiliates hereby disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. Your use of the website and its content is at your own risk. The website and its content are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. Broadway Industries does not make any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the website or that the website and its content will be satisfactory to you. Without limiting the foregoing, neither Broadway nor anyone associated with Broadway represents or warrants that the website and its content will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our website or the server that makes it available are free of viruses or other harmful components or that the website and its content will otherwise meet your needs or expectations. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

**Section 8: No Class Actions.**

You agree that you will not file a class action, or participate in a class action against us or our affiliates. If you are a California resident, you waive California civil code section 1542, which says: "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**Section 9: Limitation of Liability.**

To the extent permissible under applicable law, in no event will Broadway Industries, its affiliates, or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website or its content or any websites linked to it, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable or advised of the possibility of such damages. Broadway will not be liable for any loss or damage caused by a data security breach, viruses or other technologically harmful material that may infect your computer or device, programs or applications, data or other proprietary material due to your use of the website and its content or to your downloading of any material posted on it, or on any website linked to it. If you have a dispute with us or are dissatisfied with the website and/or its content, termination of your use of the website is your sole remedy. We have no other obligation, liability, or responsibility to you. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

**Section 10: Indemnification.**

You agree to defend, indemnify and hold harmless Broadway, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to: (i) your use of the Website or (ii) your violation of these Terms of Use. Broadway Industries may, in its sole discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without Broadway's prior written approval. Broadway Industries reserves the right, at its own expense, to assume exclusive defense and control of any such claim or action.

**Section 11: Third Party Sites.**

The Website may link to third party websites. Broadway Industries has no control over such web sites and is not responsible for the availability of such external web sites. Broadway does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such third party websites linked from the Website. Furthermore, Broadway does not make any representations regarding the content or accuracy

of materials on such third party websites and your use of third-party websites is at your own risk and subject to the terms and conditions and policies and procedures of such websites.

**Section 12: Governing Law and Jurisdiction.**

The Website is controlled by Broadway Industries from its offices in Monroe Township, New Jersey, in the United States of America. All matters relating to access to, or use of, the Website shall be governed by the laws of the State of New Jersey. Any legal action or proceeding relating to access to, or use of, the Website or the information it contains shall be subject to the exclusive jurisdiction of the state and federal courts located in New Jersey. If the court in your country will not apply New Jersey law, or if the courts in your country will not permit you to consent to the jurisdiction of the courts in New Jersey, then your local law and jurisdiction will apply to such disputes related to these Terms of Use. By accessing or using the Website, you agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. These Terms of Use will remain in full force and effect while you are a user of the Website. Broadway Industries reserves the right, at its sole discretion, to pursue all of its legal remedies, including, but not limited to, immediate termination of your ability to access the Website provided to you by Broadway, upon any breach by you of these Terms of Use or if Broadway is unable to verify or authenticate any information you submit to the Website registration. Even after you are no longer a user of the Website, certain provisions of these Terms of Use will remain in effect, including the following sections: 3, 4, 5, 6, 8, 9, 10, 11, 12 and 14.

**Section 13: Interpretation.**

No waiver of by Broadway of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Broadway Industries to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Section 14: Entire Agreement.**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Broadway Industries with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

**Section 15: Contact Us.**

If you have any questions about these Terms, please contact us at [info@broadwayind.com](mailto:info@broadwayind.com).