

Terms of Use

Last updated May 2023

The following Terms of Use (these “Terms”) apply to your use of any website (including www.endlesspools.com), app or device (including any online service relating to any device) operated or sold by or for **Wellness Marketing, Inc. DBA Endless Pools** (“Company”) that displays or links to, or that you otherwise agree will be subject to, these Terms, together with any Content (as hereinafter defined), Software (as hereinafter defined, materials and services available on or for use in connection therewith any such website, app or device, and any new, enhanced or updated version thereof or successor thereto, (collectively a “Service”). Please read these Terms carefully! By using any Service, you are agreeing to be bound by these Terms. You may not use any Service if you do not agree to these Terms.

Unless the context indicates otherwise, as used in these Terms, (i) “Endless Pools,” “Company,” “us,” “we” and “our” refer to Endless Pools, (ii) “Content” refers to any or all text, documents, photographs, images, graphics, logos, emblems, designs, layouts, trademarks, trade names, service marks, copyrighted materials, audio and video presentations and other information and materials provided by us on, through or in connection with any Service, including user interfaces and the selection, coordination and arrangement of such information and/or materials, and (iii) “Software” refers to any software made available to you for downloading through or in connection with any Service.

YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN THE “GOVERNING LAW; AND ARBITRATION” SECTION BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

Service Specific Terms

You may be required to accept other or additional terms in connection with your use of any Service (including any Content or Software) (“Additional Service-Specific Terms”). In that event, such Additional Service-Specific Terms shall be deemed to be incorporated into and be a part of these Terms solely for purposes of such Service. In the event of any inconsistency between any provision of these Terms and any provision of any Additional Service-Specific Terms, the provision in the Additional Service-Specific Terms shall control with respect to such Service only.

Changes to the Service or these Terms

We may change or discontinue any Service at any time without prior notice or obligation to you or charge, modify or waive any fees required to use any Service. Also, we may change these Terms at any time by notifying you of such changes by any reasonable means. We will make reasonable efforts to provide notice to you before the change takes effect so you can discontinue using any Service if you do not want to be bound by the changed Terms. (The

means of providing such notice may vary depending on the type of Service you use. For example, if a Service you use is a Company website (a “Website”), notice may be accomplished by posting the notice on such Website, and acceptance of any proposed change may be deemed to occur if you continue to use such Website.)

Information Submitted Through the Services

Your submission of information through any Service is governed by our Privacy Policy, located at <https://www.endlesspools.com/privacy> (the “Privacy Policy”). You represent and warrant that any information you provide in connection with any Service is and will remain accurate and complete, and that you will maintain and update such information as needed. You acknowledge and agree that certain Services (such as connected devices) may transmit information about or related to you or your use of such Service to Company or Company’s applicable service provider, and that Company may use and disclose such information for the purpose of providing any Services to you and for any other purpose consistent with and subject to the Privacy Policy and any applicable Additional Service-Specific Terms.

Intellectual Property

The Services are owned and operated by Company in conjunction with others pursuant to contractual arrangements, and the Services, including any Content and Software (and any intellectual property and other rights therein or relating thereto) are and will remain the property of Company and its licensors and suppliers. The Services, including any Content and Software, and the selection, compilation, collection, arrangement and assembly thereof, is protected by U.S. and international copyright, trademark and other intellectual property laws, and you acknowledge that these rights are valid and enforceable. Except as expressly set forth in these Terms or otherwise authorized in advance by Company in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Services or any Content, Software, or other materials made available through the Services.

License

Company grants you a limited, revocable, nonexclusive right and license to (i) use the Service for personal, household purposes in accordance with this Agreement and (ii) make a single backup copy of any Software solely as necessary or useful in connection with permitted uses of the Service, provided that you keep all copyright and other proprietary notices intact. You acknowledge that Company retains ownership of all copies of any Content and Software, and that any such copies are licensed to you and not sold. Company reserves all rights not expressly granted herein. Without limiting the foregoing, you are not granted any right or license to use any Service for any commercial purpose or in any other way that would violate these Terms.

Registration

Some Services may require you to be or become registered. When and if you register for any Service, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your e-mail address) and (b) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your use of the applicable Service (or any portion thereof).

As part of the registration process, you will be asked to select a username and password. We may reject, or require that you change, any username, password or other information that you provide to us in registering, including if such information impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You are entirely responsible for maintaining the confidentiality of your user name and password and such username and password are for your personal use only. You agree not to transfer or resell your use of or access to any Service to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password and immediately notify us of the problem by sending us an e-mail or calling us using the contact information available [here](#). You are entirely responsible for any and all activities that are conducted through your account (including Purchases (as defined below), as applicable) whether or not authorized by you.

Prohibited Uses

You agree that you will not, in connection with any Service or use thereof, do any of the following:

- Reproduce, upload, post, transmit, display, modify, adapt, translate, create derivative works of, sell, resell, rent, lease, loan, timeshare, distribute, redistribute or otherwise use or exploit any materials or design elements of any Service, or use or access any Service, except as expressly authorized herein, without our prior written consent, provided that, if you have purchased a device manufactured by us for your personal, noncommercial use, these Terms do not prohibit you from selling or otherwise disposing of that device;
- Use or access any Service, including any Content or Software, for any commercial purpose;
- Reverse engineer, decompile or disassemble any Software or otherwise attempt to determine the source code or trade secrets of any Software;
- Violate or attempt to violate the security of any Service;
- Restrict or inhibit any other person from using any Service, including, without limitation, by means of “hacking” or defacing any portion of any Service;

- Use any Service, including any Content or Software, for any tortious or fraudulent purpose or in any way that violates any applicable law or regulation;
- Impersonate any person or entity, including without limitation any representative of Company; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with any Service; or express or imply that any statements you make or any goods or services that you provide or that anyone else provides are endorsed by us, without our prior written consent;
- Transmit, post or otherwise make available through or in connection with any Service (a) any content or information that is unlawful, fraudulent, threatening, harassing, degrading, hateful, intimidating, abusive, libelous, defamatory, obscene, indecent, pornographic or otherwise objectionable, or otherwise fails to respect the rights and dignity of others; (b) any material, non-public information about companies without the authorization to do so; (c) any information or material protected by trade secret, copyright, trademark, right of publicity or privacy or any other intellectual property or proprietary right of any third party, without the express prior written consent of the applicable owner; (d) any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking”; or (e) any advertisements, solicitations, junk mail, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit, post or otherwise make available through or in connection with any Service any software or other materials that contain any viruses, worms, Trojan horses, Easter eggs, defects, date bombs, time bombs, spyware or other computer code, file, program or item of a destructive nature that is or is potentially harmful or invasive or intended to damage, impair or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”);
- Remove any copyright, trademark or other proprietary rights notices contained in or relating to any Service, including with respect to any Content or Software;
- “Frame” or “mirror” any part of any Website, or otherwise incorporate any portion of such Website into any product or service, without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, scrape, “data mine” or otherwise gather Service-related content or information or in any way reproduce or circumvent the navigational structure or presentation of any Service or its contents. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in any Website’s root directory,

Company grants to the operators of public search engines permission to use spiders to copy materials from Websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Company reserves the right to revoke these exceptions either generally or in specific cases, at any time and without notice.

- Use any Service to advertise or offer to sell or buy any goods or services without our express prior written consent;
- Create a database by systematically downloading and storing Content;
- Use any Service to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or to harvest or collect information about others without their express consent;
- Otherwise disrupt or interfere with the operation of any Service or the servers or networks used to make such Service available; or violate any requirements, procedures, policies or regulations of such networks; or
- Otherwise use any Services for anything other than its reasonably intended purpose.

Your use of the Services is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination or suspension of your access to or use of the Services.

Forums; Submissions; and Public Communication

Services may enable users to make available certain materials or content (each, a "Submission"), through or in connection with such Services, including any interactive services, such as in a chat area, message board or other forum, or through chatting, commenting or e-mail functions or other messaging functionality (each, a "Forum"). Any Forum is intended to enable you to share comments about Products (as defined below). If you participate in a Forum, any information you disclose in a Submission may be publicly available and you should exercise caution in deciding whether to disclose any personal, financial or other sensitive information there. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH ANY SERVICE, INCLUDING THROUGH A FORUM, YOU DO SO AT YOUR OWN RISK.

For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us and our designees a worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicenseable (through multiple tiers), assignable, perpetual, irrevocable right and license to create derivative works based upon or improvements of such Submissions and to reproduce, display and perform

(publicly or otherwise), distribute, transmit, make, have made, sell, offer for sale, import and otherwise use, analyze, commercialize and exploit such Submission, derivative work or improvement in any way for any purpose, or incorporate such Submission, derivative work or improvement into any format or media now known or later developed, for any purpose whatsoever, including for commercial or promotional purposes, without additional compensation to you or any third party. For all such Submissions, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submissions, and your provision thereof through or in connection with any Service, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable laws, rules, regulations or rights of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding all Submissions that you may have under any applicable law under any legal theory.

Company cannot prevent other persons who access any Service from using Submissions and personal information they find here, even if their use of that information violates the law, or your personal privacy or safety. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions.

When participating in a Forum, you should not assume that people are who they say they are, know what they say they know or are affiliated with whom they say they are affiliated with. Information obtained in a Forum may not be reliable and it is not a good idea to trade or make any investment decision based solely or largely on information you cannot confirm. We cannot be responsible for the content or accuracy of any information and shall not be responsible for any trading or investment decisions made based on such information.

We may and expressly reserve the right, but have no obligation, to monitor, scan, intercept, review, analyze, store, alter or remove any Submissions or any other messages, information, content or other materials sent to you, or received by you, in connection with any Service or the Forums or its or their features or functionalities, at any time, including while it is in transit, and before and after it is stored or made available through any Service, and to monitor, review or analyze your access to or use of any such Submissions or other messages, information, content or other materials, in each case by manual, automated or other means, and in each case for any purpose, including such purposes as may be described in the Privacy Policy. You acknowledge and agree that we have the right to disclose such information, the circumstances surrounding its transmission, and the identity of the poster to any third party for any reason or purpose.

A testimonial board post or other Submission is not an effective way to tell us you need help with an order or Service feature. If you'd like to tell us about a specific problem, please send an e-mail or call us using the contact information available [here](#). Company disclaims liability for any failure on its part to provide help with a specific problem disclosed on any Forum.

Rules for Sweepstakes, Contests and Games

Any sweepstakes, contests, surveys, games or similar promotions (collectively, “Promotions”) made available through a Service may be governed by specific rules that are separate from these Terms. By participating in any Promotions you will become subject to any such rules. We urge you to read any applicable rules, which will be linked from the particular activity, and to review our Privacy Policy (which can be found at <https://www.endlesspools.com/privacy>) which, in addition to these Terms, governs any information you submit in connection with such Promotions. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall govern with respect to the applicable Promotion.

Making Purchases

The Services may make available listings, descriptions and images of goods or services or related coupons or discounts (collectively, “Products”), as well as references and links to Products. Such Products may be made available by us or by third parties, and may be made available for any purpose, including general informational purposes. We may make available the ability to purchase or otherwise obtain certain Products through a Service (a “Purchase”). If you wish to make a Purchase, you will be asked by Company or the third-party provider of the Product to supply certain information applicable to your Purchase, such as your credit card number, its expiration date, your billing address, your shipping information and other relevant information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY PURCHASE. By submitting such information, you grant to Company and any such third-party provider the right to use, store and disclose such information in accordance with our Privacy Policy, including, without limitation, by providing such information to third parties for purposes of facilitating the completion of Purchases initiated by you or on your behalf. You agree that all information that you provide to Company or such third-party provider will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including all shipping and handling charges. You will also be responsible for paying any applicable taxes relating to your Purchases. Descriptions or images of, or references to, Products on a Service do not imply Company’s endorsement of such Products; provided that Company may elect to expressly endorse Products. We reserve the right, including without prior notification, to change such descriptions, images or references, to limit the order quantity on any Product and/or to refuse service to you. Verification of information applicable to a Purchase may be required prior to Company’s acceptance of any order. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of any Product listings, descriptions or images (including any features, specifications and prices contained therein). Such information and the price and availability of any Product (including the validity of any coupon or discount) are subject to change without notice. If you have any questions or complaints regarding your order, or if you would like further information, please contact Customer Service at the contact information set forth [here](#).

The inclusion of a description of, or of an offer to sell or otherwise provide, any Products on any Website or otherwise in connection with any Service at any particular time does not

imply or warrant that those Products will be available at any time. Without limiting the generality of the foregoing, we may, for marketing research or other purposes, present offers on the Websites or otherwise for Products that are not then available and that may not ever be made available by us for purchase.

We make reasonable efforts to accurately display the attributes of Products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. Weights, measures and descriptions are approximate and for convenience only. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from a Service. By placing an order, you represent that the Products ordered will be used only in a lawful manner. Company reserves the right, with or without prior notice, to limit the available quantity of or discontinue any Product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code, discount or other similar promotions; to bar any user from making any or all Purchase(s); and/or to refuse to provide any user with any Product. Refunds and exchanges will be subject to Company's applicable refund and exchange policies then in effect. When an order is placed, it will be shipped to an address designated by the purchaser as long as that shipping address is complete and compliant with any applicable shipping restrictions and located in a jurisdiction where Company, in its sole discretion, permits shipment of the ordered Product(s).

Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (BUT WITHOUT LIMITING THE EXPRESS LIMITED WARRANTIES, IF ANY, APPLICABLE TO ANY PURCHASED PRODUCT), THE SERVICES (INCLUDING ANY CONTENT, SOFTWARE OR FORUMS) AND ANY PRODUCTS AND THIRD-PARTY MATERIALS (AS DEFINED BELOW) ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, MODEMS, ROUTERS, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SERVICES, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND YOUR RELIANCE THEREON. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF COMPANY AND ITS AFFILIATES, THEIR RESPECTIVE LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, SERVICE PROVIDERS, CONSULTANTS AND AGENTS, AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING (COLLECTIVELY, THE "AFFILIATED ENTITIES").

Any Service, including any Content, Software or Forums, could include inaccuracies or errors, or information or materials that violate or conflict with these Terms. Additionally, unauthorized alterations could be made by third parties to any

Service, including to any Content, Software or Forums. Although we try to maintain the integrity, timeliness, and security of the Services, we make no guarantees that the Services are or will remain updated, complete, correct or secure, or that access to the Services will be uninterrupted. If a situation arises in which any Service's completeness or correctness is in question, please send an email to the address found poolhelp@endlesspools.com, with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Services, as well as information sufficient to enable us to contact you.

Third-Party Materials; and Links from any Services

Certain Service functionality may make available access to information, products, services and other material made available by third parties, including Submissions ("Third-Party Materials"), or allow for the routing or transmission of such Third-Party Materials, including via hyperlinks. By using such functionality, you are directing us to access, route and transmit to you the applicable Third-Party Materials. However, by providing such links or making available such access, we are not endorsing, nor are we responsible for, such third parties or Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third-Party Materials, or any intellectual property rights therein. We are not responsible or liable for and make no representations or warranties with respect to any Third-Party Materials or any further links contained there to other sites. Certain Third-Party Materials may, among other things, be inaccurate, misleading, or deceptive. If you use a Web site that is hyperlinked to the Website or any other Services or access any Third-Party Materials, you do so at your own risk; we are under no obligation to monitor Third-Party Materials, nor are we responsible for assuring that the Third-Party Materials are free from any Viruses. We may discontinue, block or disable access to Third-Party Materials (in whole or in part) at any time without notice or obligation to you. In addition, the availability of any Third-Party Materials through or in connection with the Services does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD-PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND PRIVACY POLICIES APPLICABLE TO SUCH THIRD-PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD-PARTY MATERIALS).

Links to Website

If you wish to provide a hyperlink from your Web site to the Website, you may do so only under the following conditions: (i) any link to the Website must be a text-only link and clearly marked "Endless Pools Web Site"; (ii) the link must "point" to the home page of the Website and not to other pages within the Website; (iii) when selected by a user, the link must display the Website on full-screen and not within a "frame" on the linking site; (iv) the appearance, position and other attributes of the link may not imply that you or any related organizations or entities are endorsed or sponsored by, affiliated with, or associated with us; (v)

the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our names and trademarks; (vi) the linked site may not contain content that could be construed as distasteful, offensive or controversial or that is not appropriate for all age, racial, religious and other groups protected by law; and (vii) we reserve the right to revoke our consent to the link at any time in our sole discretion and you will remove the link immediately upon our request. By linking your Web site to ours, you are agreeing to be bound by these Terms.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ANY OF THE OTHER AFFILIATED ENTITIES ARE OR WILL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR LOST PROFITS, LOSS OF OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS)) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY SERVICES, INCLUDING ANY CONTENT, SOFTWARE OR FORUM, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE AGGREGATE LIABILITY OF COMPANY AND THE OTHER AFFILIATED ENTITIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR ANY SERVICES (INCLUDING ANY SOFTWARE, CONTENT OR FORUM), WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT PAID BY YOU, IF ANY, FOR THE SERVICES GIVING RISE TO SUCH CLAIM DURING THE ONE HUNDRED EIGHTY (180) DAY PERIOD BEFORE SUCH LIABILITY FIRST ACCRUES AND (II) ONE HUNDRED DOLLARS (\$100.00). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE OTHER AFFILIATED ENTITIES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND CONSEQUENTLY SOME OR ALL OF THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE A RESIDENT OF THE STATE OF NEW JERSEY, PLEASE SEE THE "IMPORTANT NOTE TO NEW JERSEY CONSUMERS" SECTION BELOW.

Governing Law; and Arbitration

These Terms are governed by, and shall be construed in accordance with, the Federal Arbitration Act, United States Code Title 9, and, to the extent consistent therewith, the laws of the State of New York and the United States of America applicable to contracts entered into and performed in New York by residents thereof. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, INCLUDING ANY DISPUTES THAT RELATE TO ANY SERVICE,

CONTENT OR SOFTWARE AND ANY DISPUTE REGARDING THE SCOPE, VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT TO ARBITRATE, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING WHERE A PERSON BRINGS A CLAIM AS A REPRESENTATIVE OF ANY OTHER PERSON OR PERSONS.

We want to address your concerns without the need for a formal legal dispute. Before filing a claim against us, you agree to try to resolve any actual or potential dispute between you and us (a “Dispute”) informally by contacting us at Masco Corporation, ATTN: General Counsel, 17450 College Parkway, Livonia, Michigan 48152 and Endless Pools: 1601 Dutton Mill Rd, Aston, PA 19014 to notify us of the actual or potential Dispute. Similarly, we will undertake reasonable efforts to contact you to notify you of any actual or potential dispute to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the “Notifying Party”) will include in that notice (a “Notice of Dispute”) your name (to the extent known), the Notifying Party’s contact information for any communications relating to such Dispute (including for the Notifying Party’s legal counsel if it is represented by counsel in connection with such Dispute), and sufficient details regarding such Dispute to enable the other party (the “Notified Party”) to understand the basis of and evaluate the concerns raised. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

If, notwithstanding the Notifying Party’s compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within 30 days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of these Terms, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including reasonable attorneys’ fees) incurred in connection with such Dispute.

The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as amended by these Terms. The Consumer Arbitration Rules are available [here](#). The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-

person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

If we elect arbitration, we shall pay all of the AAA filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the AAA Rules, or in accordance with countervailing law if contrary to the AAA Rules. However, if the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator(s) finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the AAA Rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided herein or required by law.

Regardless of the rules of any arbitration forum, you and we agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor we may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

Notwithstanding your and our agreement to arbitrate Disputes, you and we retain the right (A) to bring an individual action in small claims court; (B) 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 copyrights, trademarks, trade secrets, patents or other intellectual property rights; or (C) bring an action in any court having jurisdiction to confirm or enforce an arbitral award.

This agreement to arbitrate shall survive the termination or expiration of these Terms. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. If a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of these Terms unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

Termination

These Terms are effective until terminated by Company. Company, in its sole discretion, may terminate or suspend your access to or use of any Services, at any time and for any reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination or suspension, your right to use the Services will immediately cease, and you will promptly destroy all copies in your possession or control of any Content or Software (including any backup copies thereof). You agree that any termination or suspension of your access to or use of any Services may be affected without prior notice, and that, upon such termination or suspension, Company may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that Company and the other Affiliated Entities shall not be liable to you or any third party for any termination or suspension of your use of or access to the Services or to any such information or files and shall not be required to make such information or files available to you after any such termination or suspension. The "Service-Specific Terms," "Information Submitted Through the Services," "Intellectual Property," "Registration," "Prohibited Uses"; "Forums; Submissions and Public Communication," "Making Purchases," "Disclaimer of Warranties," "Third-Party Materials; and Links from any Services," "Links to Website," "Limitation of Liability," "Governing Law; and Arbitration," "Termination," "Violations, Waivers, and Indemnity," "Claims of Copyright Infringement," "Jurisdictional Issues," "Feedback; and Questions," "Important Note to New Jersey Consumers" and "Miscellaneous" sections will survive any termination of these Terms.

Violations, Waivers, and Indemnity

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including termination, suspension or blocking of your access to the Services. Our failure to enforce any provision of these Terms will not constitute a waiver of such provision or of our legal or equitable rights. Further, no waiver of any rights under this Agreement shall be effective unless it is made in a writing signed by the party charged therewith, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless us and the Affiliated Entities from and against any and all damages, claims,

liabilities, judgments, losses, awards, costs, expenses and fees (including attorneys' fees), arising out of or related to (i) your violation or alleged violation of these Terms; or (ii) any allegation that any materials you submit or transmit to us or otherwise via any Service (including any Submissions) infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party.

Notice for California Users

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice: If you are a California resident and have a question or complaint regarding the Website or Services, please contact us using the contact information available [here](#). You may also contact us by writing to Endless Pools: 1601 Dutton Mill Rd, Aston, PA 19014 Attention: Customer Care, or by calling us at 800-910-2714. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (800) 952-5210.

Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Company infringe your copyright (for example, materials posted on one of our Forums), you (or your agent) may send us a notice by mail or e-mail requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed by someone against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. Notices and counter-notices with respect to the Services should be sent to **[Insert Representative's Title (Should Confirm to Agent Designation With U.S. Copyright Office)]** as follow: By mail to **[Address]**; and by e-mail to **[E-Mail Address]**. **[Insert Representative's Title]**'s phone number is **[Phone Number]**. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Filtering

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Company does not endorse any of the products or services listed at such site.

Jurisdictional Issues

The Services are controlled or operated (or both) from the United States and are not intended to subject Company to any non-U.S. jurisdiction or law. The Services are solely

directed to individuals residing in the United States. We make no representation that the Services, including any Content or Software, are appropriate or available for use in non-U.S. locations. Those who choose to access the Services from non-U.S. locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable local laws, rules, and regulations in doing so. The supply of goods and services through the Services is further subject to United States export control and economic sanctions requirements. By acquiring any such items through the Services, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods or services through the Services (a) if you are in, under the control of, or a national or resident of, any country to which the United States has embargoed goods or placed any other export restriction; or (b) if you are on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders or any other U.S. government lists of restricted end users; or (c) if you intend to supply the acquired goods or services to anyone who is subject to the foregoing restrictions. By downloading or using any such goods or services (including any Software), you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and/or intend to supply such goods or services to anyone who is subject to such restrictions. We reserve the right to limit the availability of the Services and/or the provision of any service, program, Software or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service, program, Software or other product that we provide.

Investment Information

The information contained on the Services may not be current and should not be used or relied on for any decision to invest in, purchase, retain, sell or otherwise transfer the stock of our parent company, Masco Corporation, or for any related purpose. Masco Corporation is a publicly held Delaware Corporation and files quarterly and annual reports with the United States Securities and Exchange Commission in Washington, D.C. ("SEC").

Forward-Looking Statements

The information contained on the Services may not be current and should not be used or relied on for any decision to invest in, purchase, retain, sell or otherwise transfer the stock of our parent company, Masco Corporation, or for any related purpose. Masco Corporation is a publicly held Delaware Corporation and files quarterly and annual reports with the SEC.

Statements in any news release of Company contained on the Website or otherwise on any Service, or communicated orally or in writing, that concern us or our management and that are not historical facts are "Forward-Looking Statements." Forward-Looking Statements include, without limitation, statements that (a) include the words "believes," "expects," "anticipates," "estimates" or words of similar importance or meaning with reference to us or our management; (b) are specifically identified as forward-looking; (c) describe any of our plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of our markets or customers or our expected liquidity and capital resources. Forward-Looking Statements are only predictions involving important factors and risks that may cause actual results to differ materially from those discussed in any Forward-Looking Statement. Those

important factors and risks include, without limitation, economic, competitive, governmental, and technological factors affecting our operations, markets, products, services and prices. Important factors and risks are described in our parent company's (Masco Corporation's) current annual report filed with the SEC and may be detailed from time to time in additional reports and other filings of Masco Corporation filed with the SEC. Copies of the most recent reports and other filings of Masco Corporation can be accessed through the SEC EDGAR system located at www.sec.gov or may be obtained at no charge from the Masco Corporation. Company expressly disclaims any obligation or responsibility to update or revise or supplement any Forward-Looking Statement in any news release or generally to any extent.

Feedback; and Questions

We welcome questions, comments and other feedback about these Terms, the Services and our Products, including ideas, proposals, suggestions or other materials ("Feedback"). However, please be aware that, whether related to the Services or otherwise, such Feedback will be deemed a Submission hereunder, and you hereby acknowledge and agree that we will treat all such Feedback as non-confidential and we may reproduce, use, commercialize, disclose, and distribute such Feedback, and authorize others to do so, without notice or obligation to you. You further acknowledge and agree that your provision of such Feedback is gratuitous, unsolicited and without restrictions, and does not place us under any fiduciary or other obligation. If you have any questions or comments, please contact us using the contact information available [here](#).

Important Note to New Jersey Consumers

If you are a consumer residing in New Jersey, the following provisions of these Terms do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) the disclaimer of liability for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act); (b) the limitations of liability for lost profits or loss or misuse of any data (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) application of the limitations of liability to the recovery of damages that arise under contract and tort, including negligence, strict liability or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act); (d) the requirement that you indemnify Company and the other Affiliated Entities (for example, to the extent the scope of such indemnity is prohibited under New Jersey law); and (e) the New York governing law provision (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law).

Miscellaneous

These Terms, including any Additional Service-Specific Terms, constitutes our entire agreement with you regarding your use of the Services, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company

relating to such subject matter. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. All terms defined in the singular shall have the same meaning when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms shall be construed as if followed by the phrase “without limitation.” Except as provided above with respect to provisions hereof regarding Collective Arbitration, the invalidity or unenforceability of any term of these Terms in any jurisdiction shall not affect the validity and enforceability of such term in any other jurisdiction or of any other term. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction. Notices to you may be made via posting to the Website (to the extent related to your use of the Website), by e-mail, by regular mail, or by any other reasonable means, in Company’s discretion. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for failures to fulfill any obligations due to causes beyond its control.

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