

## **Acceptance of the Terms of Use**

**In consideration for Avery Dennison Corporation (“Avery Dennison” or “we”) allowing You to access the Avery Dennison “My Avery Dennison™” portal (the “Portal”) and Your receipt of information provided on the Portal, You accept and agree to be bound by the following terms and conditions (“Terms of Use”), which govern Your access to and use of the information provided to You through the Portal.**

Please read the Terms of Use carefully before starting to use the Portal. If You do not agree to these Terms of Use, You are prohibited from accessing or using the Portal.

## **Authority**

The individual agreeing to these Terms of Use represents that s/he has the actual authority of Customer to bind Customer to these Terms of Use. Customer shall mean the entity on whose behalf individual employees, including You, access the Portal.

## **Confidentiality**

This Portal contains Confidential Information (as defined below). You agree that it will not disclose or use the Confidential Information except for the purpose of your engagement with Avery Dennison (the “Purpose”).

You further agree that it shall exercise the same degree of care, but no less than a reasonable degree of care, to prevent the disclosure of Confidential Information to any third party, as You use to protect its own confidential information of a like nature. In addition, You shall limit internal dissemination of Confidential Information within its own organization to individuals whose duties justify the need to know such information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential nature of such information and to restrict its use solely to the Purpose. You shall promptly notify Avery Dennison of any unauthorized use or disclosure of Confidential Information and use Your best efforts and cooperate with Avery Dennison to prevent further use or disclosure. No other right or license to use Confidential Information is granted hereby.

“Confidential Information” means all non-public, proprietary or confidential information of Avery Dennison or relating to Avery Dennison’s material and other costs, operations, machine downtime, existing or future/new products, pressure sensitive constructions and components thereof (whether such components are ultimately incorporated into Avery Dennison’s products), and applications and methods of making, testing and using any of the foregoing; quality requirements; specifications; production facilities, equipment and processes; fitness-for-use criteria; test methods; You names; cost and price information; current and future business and marketing plans; commercial sale and/or supply arrangements, and sales and purchase volumes; market dynamic analysis/reviews performed by Avery Dennison; and other written, electronic or oral information disclosed or furnished by or on behalf of Avery Dennison in connection with the Purpose, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential,” and all notes, analyses, summaries and other materials prepared by You or any of Your employees or agents that contain, are based on or otherwise reflect, to any degree, any of the foregoing; provided, however, that Confidential Information does not include any information that (a) at the time of disclosure, is available to the general public; (b) which becomes at a later date available to the general public through no fault of You and then only after said later date; (c) which You can demonstrate was in Your possession before receipt from Avery Dennison; (d) which is disclosed to You without restriction on disclosure by a third party who has the lawful right to disclose such information; or (e) which is legally required to be disclosed, provided that You promptly notify Avery Dennison so that Avery Dennison may seek a protective order or other appropriate remedy.

## **Changes to the Terms of Use**

Avery Dennison may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when they are posted and apply to all access to and use of the Portal thereafter.

Your continued use of the Portal following the posting of revised Terms of Use means that You accept and agree to the changes. You are expected to check this page each time it accesses this Portal so You are aware of any changes, as they are binding on You.

## **Accessing the Portal and Account Security**

You are responsible for ensuring that all persons who access the Portal on Your behalf are aware of these Terms of Use and comply with them.

If You are provided with a user name, password or any other piece of information as part of Avery Dennison's security procedures, **You must treat such information as confidential and must not disclose it to any other person or entity. This means that if You are an individual employee, officer, agent, or representative of Customer, You may not share Your user name and password with any other person-- including another employee, officer, agent, or representative of Customer-- without Avery Dennison's written approval.** You also acknowledge that the account is personal to Customer and agree not to provide any person who does not need to know the Confidential Information, including Your user name and password, with access to this Portal or portions of it using Your user name, password or other security information.

**You further agree:**

- **to notify Avery Dennison immediately when an individual who had access to the Portal is no longer employed by Customer;**
- **if You are an employee of Customer, to immediately notify Avery Dennison if you are no longer employed by Customer and to immediately cease and desist from (a) using Your user name and password to access the Portal, or (b) otherwise accessing the Portal, unless and until You are provided with a new user name and password by Avery Dennison (i.e., in the event you become employed by another customer);**
- **to notify Avery Dennison immediately of any unauthorized access to or use of Your user name or password or any other breach of security; and**
- **to ensure that You exit from the system at the end of each session.**

Avery Dennison has the right to disable any user name, password or other identifier, whether chosen by You or provided by Avery Dennison, at any time in Avery Dennison's sole discretion for any or no reason, including if, in Avery Dennison's opinion, You have violated any provision of these Terms of Use.

## **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Portal will be free of viruses or other destructive code. Customer is responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE PORTAL AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER AVERY DENNISON NOR ANY PERSON ASSOCIATED WITH AVERY DENNISON MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PORTAL. WITHOUT LIMITING THE FOREGOING, NEITHER AVERY DENNISON NOR ANYONE ASSOCIATED WITH AVERY DENNISON REPRESENTS OR WARRANTS THAT THE PORTAL OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, AVERY DENNISON HEREBY DISCLAIMS 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.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL AVERY DENNISON, 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 PORTAL, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE PORTAL OR SUCH OTHER WEBSITES, 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 OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

Customer agrees to defend, indemnify, and hold harmless Avery Dennison, 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 as they accrue) arising out of or relating to its or any of its directors, officers, employees, representatives, or agents' violation of these Terms of Use or use of the Portal, including, but not limited to, any use of the Portal's content or services other than as expressly authorized in these Terms of Use, or their use of any information obtained from the Portal.

### **Governing Law and Jurisdiction**

All matters relating to the Portal and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Portal shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver and Severability**

No waiver by Avery Dennison of any term or condition set out 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 Avery Dennison 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.

**Entire Agreement**

The Terms of Use with respect to the Portal and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Portal.