

## Terms of Service

Last updated: December 24, 2019

This website and services are provided by Church & Dwight Co., Inc. (“Church & Dwight,” “we,” “us,” or “our”). These terms of service (“Terms of Service” or “Terms”) govern your (“you” or “your”) access and use of this website (the “Website”) and all services provided by Church & Dwight via the Website (“Services”). By using the Website and Services, you indicate your unconditional acceptance to be bound by these Terms and the Church & Dwight [Privacy Policy](#) and you agree not to use the Website and Services for any purpose that is prohibited by these Terms of Service. If you do not agree, please do not use the Website and Services. We may revise these Terms of Service at any time and in our discretion. Your continued use of the Services will mean you accept those changes, and you agree to comply with all applicable laws and regulations.

THESE TERMS OF SERVICE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. PLEASE READ SECTION 9 CAREFULLY.

### 1. PRIVACY POLICY.

Refer to our [Privacy Policy](#) for information about how we collect, use, and disclose your information.

### 2. ELIGIBILITY.

By visiting the Website or using the Services, you represent and warrant to Church & Dwight that you have the right, authority, and capacity to agree to and abide by these Terms. In any case, you must be at least 13 years of age to use the Website and Services.

### 3. USER CONTENT; USER CONDUCT

#### a. Content

You are solely responsible for all photographs, video, images, information, data, text, software, music, sound, graphics, messages or other materials (“Content”) that you upload, post, publish or display (collectively, “Upload”), whether publicly or privately transmitted, by email or otherwise via the Website and Services. Content also includes Content provided by you through third party services such as your social media account (e.g., Facebook, Instagram, Twitter, etc.) if such Content mentions, tags or otherwise interacts with Church & Dwight, the Website, Services or any of our brands, products or services.

By Uploading any Content you hereby grant and will grant Church & Dwight a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your Content in connection with the operation of the Services, the Website, the products, or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. You represent and warrant that you own all right, title and interest in and to such Content, including, without limitation, all copyright and rights of publicity contained therein.

#### b. Conduct

You agree not to access the Website or use the Services to:

- A. email or otherwise Upload any Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to Upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Church & Dwight is objectionable or which restricts or inhibits any other person from using or enjoying the Website or Services, or which may expose Church & Dwight or its users to any harm or liability of any type;
- B. interfere with or disrupt the Website, Services or servers or networks connected to the Website or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or Services; or violate any applicable local, state, national or international law, or any regulations having the force of law;
- C. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- D. solicit personal information from anyone under the age of 18;
- E. harvest or collect email addresses or other contact information of other users of the Website or Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- F. display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or Upload for any commercial purposes, any portion of the Website or Services, use of the Website or Services, or access to the Website or Services;
- G. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- H. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending Content from the Services, suspending or terminating access rights to the Website and Services and reporting you to the law enforcement authorities.

The Website and Services are for your personal use. We reserve the right to restrict your use of the Services and access to the Website should we have reason to believe that your use is not personal.

#### **4. TERMINATION.**

##### **a. By Us**

We reserve the right to revoke your ability to access the Website and Services for any reason at any time including as a result of a violation of these Terms or the Privacy Policy, without notice. We may issue a warning, temporarily or indefinitely suspend, or terminate your right to use or access all or any part of the Website or Services at any time, with or without cause, with or

without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with you.

b. By You

You may stop accessing the Website and Services at any time.

**5. THIRD PARTY LINKS.**

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. We do not investigate, monitor, or review any third-party websites or resources to ensure their accuracy, completeness, or appropriateness. Church & Dwight makes no representations or warranties with respect to the content, ownership, or legality of any such linked third party website or resource. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

**6. FEEDBACK; IDEA SUBMISSION.**

a. Feedback

We welcome feedback, comments, reviews of our products, and suggestions for improvements to the Website and Services ("Feedback"). You can submit Feedback by reviewing a particular product. Feedback is nonconfidential and shall become the sole property of Church & Dwight. We shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby irrevocably assign to us and agree to irrevocably assign to us all of your right, title and interest in and to all Feedback, including, without limitation, all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us to acquire, perfect and maintain our intellectual property rights for the Feedback.

b. Idea Submission

We welcome your unsolicited ideas, original creative artwork, suggestions or other works in any form ("Ideas") to Church & Dwight. If you submit or communicate Ideas to us through the Website or Services or otherwise, you agree that: (i) all Ideas (including complete contents) submitted by you to Church & Dwight will automatically become our property, without any compensation to you; (ii) Church & Dwight may use or redistribute Ideas and its contents for any purpose and in any way, without any compensation to you; (iii) we have no obligation to review Ideas; and (iv) we have no obligation to keep Ideas confidential, and no confidential relationship may be established by or inferred from the submission of any such Idea to, or the consideration of your Ideas by us.

**7. INTELLECTUAL PROPERTY.**

You acknowledge and agree that all information on this site including, but not limited to, the content, materials, text, images, videos, graphics, copyrights, trademarks, logos, trade dress, icons, code, photographs, music, software and other elements available on the Website are the property of Church

& Dwight, or our affiliates or our licensors and are protected by copyright, trademark and/or other proprietary rights and laws. The trademarks, logos and service marks displayed throughout the Website are registered and unregistered trademarks of Church & Dwight or affiliates or third party licensors. All other trademarks are the property of their respective owners. Except as expressly set forth in these Terms, no license is granted to you and no right, title, or interests are conveyed by virtue of accessing or using the Website. You may not copy, reproduce, download, modify, publish, sell, distribute, post, display, transmit, or in any way exploit any of this Website's contents. Misuse of our trademarks and copyrights is strictly prohibited and we aggressively protect our intellectual property rights. All rights not granted under these Terms are reserved by us.

## **8. COPYRIGHT INFRINGEMENT.**

If you believe that any material contained on this Website infringes your copyright or other intellectual property rights, you should notify us at [trademarks@churchdwight.com](mailto:trademarks@churchdwight.com) of your copyright infringement claim in the form of a written notification (pursuant to 17 U.S.C. § 512(c)). The notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- Physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that you request us to remove and sufficient information to permit us to locate such material;
- Your address, telephone number, and email address, if available;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs, and attorney's fees incurred by us related to the written notification and copyright infringement allegation.

## **9. DISPUTE RESOLUTION.**

### **a. Arbitration Agreement**

You and Church & Dwight agree that this arbitration agreement shall be governed by the Federal Arbitration Act, and not by any state law concerning arbitration; and that any dispute between us, including disputes by either of us against any agent, employee, subsidiary, affiliate, predecessor in interest, successor, or assign of the other, will be resolved exclusively and finally by binding arbitration.

BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL. In arbitration, a dispute is resolved by a neutral arbitrator or panel of arbitrators, rather than by a judge or jury. Arbitration is more informal, however, an arbitrator can award the same relief that a court can award. The arbitration will be administered by the American Arbitration Association ("AAA") and conducted under AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") then in effect at the time of the dispute. You

may obtain copies of the AAA Rules and forms and instructions for initiating an arbitration by visiting the AAA website at [www.adr.org](http://www.adr.org), or by calling AAA at (800) 788-7879. If you initiate an arbitration, we will promptly reimburse you for any standard filing fee which may have been required under AAA's Procedures once you have notified us in writing and provided a copy of the arbitration proceedings. However, if we are the prevailing party in the arbitration, applicable law may allow the arbitrator to award attorneys' fees and costs to us, including the filing fee.

b. Class Action Waiver

There shall be no right or authority for any claim to be arbitrated on a class action basis or in a purported representative capacity. No claim submitted to arbitration is heard by a jury or may be brought as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any claim submitted to arbitration. The arbitrator may not consolidate more than one person's claims against us and may not preside over any kind of representative or class proceeding against Church & Dwight. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate claims. If any portion of this class action waiver is limited, voided, or cannot be enforced, then the parties' agreement to arbitrate shall be null and void. YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST CHURCH & DWIGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU HAVE ALREADY USED THE WEBSITE OR SERVICES AND YOU DO NOT AGREE TO THE FOREGOING TERMS AND CONDITIONS, YOU MUST TELL US IN WRITING AND STOP USING THE WEBSITE AND SERVICES.

c. Governing Law

Subject to the Arbitration Agreement in section 9(a) herein, these Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any conflicts of law provisions. Any cause of action with respect to this Website, the Services, or these Terms must be filed in Mercer County, New Jersey within 1 year after the cause of action has accrued; unless such a filing is made in accordance with such rules, the cause shall be permanently barred.

## 10. DISCLAIMERS.

ALL CONTENT, PRODUCTS, AND SERVICES ON THE WEBSITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY GUARANTEES OR WARRANTY. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CHURCH & DWIGHT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE CONTENTS IN THE SERVICES IN RELATION TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT CHURCH & DWIGHT) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

We reserve the right to change any and all content and to suspend or stop providing access to the Website (or any features or functionality of the Website), the Services, and products at any time without notice and without obligation or liability to you. Reference to products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us.

#### **11. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CHURCH & DWIGHT, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSEES, AND SUCCESSORS AND ASSIGNS, ASSUMES NO LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR OMISSION BY CHURCH & DWIGHT, ITS AGENTS, AFFILIATES, JOINT VENTURE PARTNERS, INDEPENDENT CONTRACTORS, OR UNAFFILIATED THIRD PARTIES AS A RESULT OF OPERATION OF THIS WEBSITE OR PROVISION OF SERVICES, AND/OR ANY ACT OR OMISSION IN FULFILLMENT OF OR IN BREACH OF THESE TERMS OR THE PRIVACY POLICY.

#### **12. INDEMNITY**

You agree to defend, indemnify, and hold harmless Church & Dwight, its affiliates, licensors, suppliers, and third-party service providers, and each of their respective directors, officers, employees, contractors, agents, successors, and assigns from and against any claims, actions, demands, liabilities, and settlements including, without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use or misuse of, or access to, the Services, the Website, or your violation of these Terms, or infringement by you (or any third party using your account or identity in the Services) of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

#### **13. GENERAL TERMS**

a. Entire Agreement

These Terms constitute the complete and exclusive agreement between you and us with respect to the subject matter hereof, and supersede all prior oral or written understandings, communications or agreements.

b. Severability

If any provision of these Terms, or portion thereof, is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary and the remainder of these Terms will continue in full force and effect.

c. Headings; Interpretation

The section headings in these Terms of Service are for convenience only and have no binding effect. Any use of the words "including", "for example" or "such as" shall be read as being followed by "without limitation" where appropriate.

d. Force Majeure

We will not be liable for any delay or failure to perform resulting from causes outside of our reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, mechanical, electronic or communications failure or degradation, or strikes or shortages of transportation facilities, fuel, energy, labor or materials.

e. Agency

No agency, partnership, joint venture or employment relationship is created as a result of these Terms and neither you nor us has any authority of any kind to bind the other in any respect.

f. No Waiver

Any delay or failure by us to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing and signed by us.

g. Assignment

We may assign, transfer, or delegate any of its rights or obligations under these Terms in its sole discretion and without consent. These Terms are personal to you, and you may not transfer, assign, or delegate your right and/or duties under these Terms to anyone else.

h. Survival

All provisions which by their nature should survive any termination of these Terms, or any termination of your use of the Website or Services, Content, or products shall survive such termination.

