**TERMS OF USE AND PRIVACY POLICY**

Last Revised August 14, 2019

MARCO SUPPLY COMPANY, INC. (collectively with its affiliates, “Marco Supply”, “Johnson Pipe”, “Stockyards Hardware”, “we”, “us”, or “our”), thanks you for visiting our website and other Marco Supply websites and online locations (collectively the, or this, “Site”). Use of the Site is subject to the following Terms of Use, together with the Privacy Policy (collectively hereinafter “Terms”).

**1. Acceptance of Terms of Use**

By accessing and using this Site, you acknowledge that you have read, understood and agree to be bound by these Terms, including the Privacy Policy, which form an agreement that is as effective as if you had signed it. If at any time you don not agree to these Terms, please do not access or use the Site or any of its contents.

If you are accessing or using the Site on behalf of a company, legal entity, association, partnership, organization or other entity (collectively, “Organization”), you accept and agree to these Terms on behalf of the Organization and you represent and warrant that you have the authority to bind the Organization to these Terms and to make purchases on its behalf. In such event, when these Terms use the words “you” or “your” it will refer and apply to you and that Organization. If at any time you do not have the authority to bind the Organization to these Terms or make purchases on its behalf, please do not access or use the Site or any of its content. Even if you are accessing or using the Site on behalf of an Organization, you agree that you, as an individual, are bound by these Terms and the Privacy Policy.

YOUR ACCESS TO, USE OF AND BROWSING OF THE SITE AND ITS CONTENT IS SUBJECT TO ALL TERMS CONTAINED IN THESE TERMS AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOUR PERMISSION TO ACCESS OR USE THE SITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms are subject to be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. Should the Terms be revised, Marco Supply will post the changes on this Site and the new Terms will be effective immediately upon posting. You can determine when the Terms were last revised by referring to the “Last Revised” date at the top of this page. Each time you access, use, or browse the Site, you signify your acceptance of the then-current Terms.

The information on the website may be changed without prior notification and without incurring any obligation or liability for us. The content of this Site is provided as a convenience to visitors and constitutes non-binding information only. You are not authorized to set any links to the Site without our prior written consent.

We will use reasonable efforts to include accurate information on our Site. HOWEVER, WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION GIVEN. IN NO EVENT WILL WE ACCEPT ANY LIABILITY TO ANY PARTY FOR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER FOR ANY USE OR INABILITY TO USE THIS SITE OR ITS CONTENTS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTIONS, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE. IT IS UP TO YOU TO TAKE ALL NECESSARY PRECAUTIONS AND TO ENSURE THAT WHATEVEVER YOU SELECT FOR YOUR USE IS FREE OF SUCH ITEMS AND VIRUSES, WORMS, TROJAN HORSES AND OTHER ITEMS OF DESTRUCTIVE NATURE. WE MAKE NO WARRANTIES OR REPRESENTATIONS WHATSOEVER ABOUT ANY OTHER SITE BELONGING TO A THIRD PARTY WHICH YOU MAY ACCESS THROUGH THIS SITE.

**2. Permitted Users Of The Site**

The Site is intended for persons 18 years of age or older. If you are under 18, you are not permitted to submit any personally identifiable information to Us on the Site or offline. If you provide information to Us through the Site, you represent that you are at least 18 years of age or of an age to form a legally binding contract and you are not prohibited from receiving services or purchasing products available or through the Site under the laws of the United States or any other applicable jurisdiction.

**3. Privacy Policy**

Please review the Privacy Policy for this Site, at paragraph 9 below, T which is incorporated in these Terms. If you do not agree with the Privacy Policy, you are not authorized to access, use or browse this Site.

**4. Permitted Uses**

Any content available through the Site, including without limitation any text, documents, drawings, graphics, audio, animation, videos, logos, icons, images, media, data, chars, maps, product information, software and other information and materials (the “Content”) is the sold and exclusive property of Marco Supply Company, Inc., its licensors, or other content providers.

The Content is made available for only your personal, noncommercial use, other than with respect to use of the Site for entering purchase orders for the Organization you represent as an authorized agent. You agree to abide by any posted limitations relating to use, reproduction or dissemination of any Content. Any use of the Site or Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law.

Special terms may apply to some services, features or products offered on the Site, or when you register, enroll or participate in any surveys or questionnaires; promotions; or any other services, events or activities sponsored by Marco Supply Company, Inc. or third parties, or offered in connection with the Site (collectively, “Activities”) that may be offered on the Site or offline. Such special terms or rules (which may include official rules and expiration dates) may be posted in connection with the applicable Activity. By participating in any Activity, you will become subject to those terms or rules. We urge you to read the applicable terms or rules which are applicable to the particular Activity, and to review our Privacy Policy which, as part of these Terms, governs any information you submit in connection with such Activities. Any special terms or rules are in addition to these Terms and, in the event of a conflict, any such terms or rules shall prevail over these Terms.

**5. Copyright, Trademarks, and other Intellectual Property Rights**

The contents of the Site, including but not limited to logos, trademarks, trade-names, test, images, graphics, sound, animation and video files, and their arrangement on the website are proprietary to us or one or more third parties and subject to intellectual property protection. No content of the Site may be reproduced, copied, transferred, published, distributed, modified, reposted, or placed onto other websites or documents, without prior written authorization. All intellectual property rights contained in the Site, including copyrights, trademarks, trade secret and patent rights, are reserved and any use without prior written authorization from the respective owner is strictly prohibited. Nothing contained on the Site shall be construed as granting any express or implied license or right to use our or any other entity’s or third party’s intellectual property.

**6. Conduct On The Site, Password And Security**

Some features that may be available on the Site require registration. By registering at and in consideration of your use of this Site you agree to provide the accurate, current and complete information about yourself.

Some features on this Site may require use of a password. You are responsible for protecting your password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your password. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, notify Marco Supply Co., Inc. immediately. Marco Supply Company, Inc. may assume that any communications it receives under your password have been made by you, unless it receives notice otherwise.

If you are using the Site features on behalf of an entity or third party, you represent that you have authority from such entity or third party to use such Site features and to act on behalf of such entity or third party. When you register for your login information and each time you access your account, you agree to (a) log out of the Site at the end of each session; and (b) keep the password confidential and not share it with anyone else. We reserve the right to delete, modify or remove any content on any account at any time in our sole discretion. You are solely responsible to backup any content that you do not want deleted, modified or removed from the account. Marco Supply Company, Inc. is authorized to act on instructions received through use of your account. This includes any purchases you make through the Site on behalf of the Organization that you represent, and we are not liable for any loss or damage arising from your failure to comply with this Section.

**7.** **Links**

This Site may contain links to other sites, some of which are operated by Marco Supply Company, Inc. or its subsidiaries or affiliates, and others of which are operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. Marco Supply Company, Inc. is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked site.

**8. Modifications, Suspension and Termination**

Marco Supply Company, Inc. reserves the right at any time to modify, suspend or discontinue, temporarily or permanently, the Site, its Content, including, without limitation, product parts, prices, and sales terms, or Activities, or any portion thereof, with or without notice. You agree that Marco Supply Company, Inc. will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, its Content or Activities or any portion thereof.

We reserve the right, at our sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Site, Content or any part thereof for any reason or no reason at all, including without limitation any breach by you of these Terms. You agree that we shall not be liable to you or any third party for any such suspension, discontinuance or termination.

**9. Privacy Policy**

This Privacy Policy describes how Marco Supply Company, Inc. treats information about you that we collect and receive through this website; including web applications, mobile applications and social media (collectively the “Sites”) and through other interfaces with and aspects of our business, including offline. The Privacy Policy together with the Terms of Use governs your use of the Sites and our collection, use and disclosure of your information both through the Sites and offline.

**A. Types of Information Collected**

We may collect personally identifiable information from you including, without limitation, non-public information about you that helps us identify you, such as first and last name, birth date, business title, employer, email address, employer address, office and home telephone number, mobile telephone number, password, account username, unique device identifier of your devices that connect to our or access the Sites, order information, credit card, debit card and other payment information, billing and shipping information, purchasing and transaction history, occupation, preferences, information regarding products you purchase from us or products that you contact customer service about (e.g., serial number, fixture manufacturer, date of installation, place of purchase, etc.), information you provide to us when you register your product online, register in connection with our web or mobile applications, and other information that you provide to us or that is generated through your use of the Sites or interactions with us that are not otherwise publicly available.

We may also collect non-personally identifiable information about you, such as information regarding your use of the Sites, your IP address, Sites’ usage statistics, time stamps, browsing history, general geographic location, product settings, adjustments made to products, type of device you use to connect to the Sites, type of computer operating system you use (e.g., Microsoft Windows, Google, Chrome OS, Mac OS, Android or iOS), the type of browser you use (e.g., Firefox, Chrome, Internet Explorer, Safari), the domain name of your internet service provider, and information regarding our internet location when you se our ads and whether you click on such ads. We also may receive certain aggregated or anonymous information regarding users of the Sites such as the age, gender, occupation, zip code, interests, purchase preferences; and language preference of users of the Site as well as information collected through questionnaires and surveys. “Non-personally identifiable information” refers to information that does not personally identify the individual to whom the information relates, such as information that is aggregated by us or a third party, or information that is not linked to contact information or other personally identifiable information of an individual.

**B. How We Collect Information**

We may collect personally identifiable and/or non-personally identifiable information from you when you:

-- Access, use or browse the Sites;

-- Register for an account on the Sites;

-- Sign up to receive announcements, emails, or newsletters;

-- Contact, communicate with or otherwise interact with Marco Supply Company, Inc. or its personnel via email, the Sites, fax, telephone, or by other means whether online or offline;

-- Order or request products, literature, services or other information during your visit to the Sites, via email, fax or other online or offline means;

-- Register your product with us;

-- Access, use or adjust any product settings or functional parameters;

-- Make a warranty claim;

-- Register, enroll or participate in any surveys, questionnaires, promotions, or any other services, events or activities online or offline sponsored by us or third parties, or offered in connection with the Sites of products we sell or our services.

By using the Sites, or by submitting your personally identifiable information to us online or offline, you expressly consent to the storage and processing of your personally identifiable information in the United States in accordance with the laws of the United States, or in other jurisdictions.

We may obtain personally identifiable and /or non-personally identifiable information from third parties such as the owners or operators of the websites or applications where our advertisements appear (some of which may partner with us or with an advertisement network use by us), or service providers, affiliates, suppliers, vendors, distributors, Activities partners and sponsors, and other sources (e.g., offline records or publically available information). We may combine personally identifiable information we collect with information that we obtain from these sources. We will treat any such combined information as personally identifiable information.

Marco Supply Company, Inc. automatically receives and records non-personally identifiable information on our server logs from your browser as well as through other analysis of the Sites. We also may collect information using cookies, web beacons, pixels, gifs, tags or similar technologies (“Collection Technology”), or through third parties using similar technologies. Collection Technology may operate as a place of data stored on your browser or device, or may identify, compile, aggregate and/or collect information through other means. When you visit the Sites, your web browser may use Collection Technology to better enable you to navigate the Sites during your visit and upon your return. You may use the Sites even if you choose to reject or delete certain Collection Technology. Collection Technology also may be used by some of the other websites for which a link is place on the Sites.

The Sites may use Google Analytics. Google Analytics uses Collection Technology to collect and store anonymous information about you, which may include the non-personally identifiable information described above. You can read Google Analytics’ privacy policy at [*http://www.google.com/intl/en/policies/privacy/*](http://www.google.com/intl/en/policies/privacy/%20) and Google Analytics’ Terms of Use at[*http://www.google.com/analytics/tos.html*](http://www.google.com/analytics/tos.html). You can opt out from being tracked by Google Analytics in the future by downloading and installing Google Analytics’ Opt-out Browser Add-on for your current web browser at <http://www.google.com/dlpage/gaoptout?hl=en>. The Sites may use certain features of Google Analytics based on Display Advertising, such as:

“Demographics and Interest Reporting” to analyze information regarding the interests and demographics of users of the Sites. We use such non-personally identifiable information in the same manner as we use other non-personally identifiable information as described below.

“Remarketing with Google Analytics” to place ads on other sites directed to people who have visited the Sites.

“Google Display Network Impression Reporting” to report how people’s interactions with our ads relate to their visits to the Sites.

Applications on mobile devices may transmit information to us about your location when you request information from the Sites. We may use that information to improve the products and services we provide to you.

**C. How We Use Your Information**

Marco Supply Company, Inc. does not sell your personal information.

We may use the information that we collect:

-- To monitor and analyze information regarding your browsing and viewing preferences and to diagnose problems with the Sites;

-- To analyze our users’ demographics, interests, and purchasing practices;

-- Fulfill orders, ship and confirm orders, and manage payment collection;

-- To plan, improve and administer Activities;

-- To process and respond to your inquiries and other communications;

-- For Sites administration, support and improvement;

-- To alert you to new features, terms, Activities, special events, stores, products or services, and other useful information regarding any of the foregoing or Marco Supply via email, direct mail, telephone or other means;

-- To promote and improve the products and services we offer;

-- To send announcements and newsletters, and to provide you with personalized content in connection with same;

-- For the purposes for which you provided the information;

-- For fraud prevention, internal operations, legal compliance, and other public purposes; and

-- To enforce the Terms of Use.

In addition to the uses discussed above, Marco Supply may use non-personally identifiable information in any manner so long as Marco Supply uses such information in its de-identified or aggregated form. These uses may include, without limitation, analysis of trends and how the Sites are used; improving navigation of the Sites; analysis of the performance of the Sites and diagnosis of problems; analysis and developing advertisements and advertising campaigns; and providing you with special offers and promotions and determining the effectiveness of same.

Marco Supply also may use your non-personally identifiable information to present you with targeted content and advertisements (including on third party websites and applications). Such targeted content and advertisements may include marketing for the Sites, and the products or services of Marco Supply or its business and advertising partners. Your non-personally identifiable information also may be used to optimize and determine the effectiveness of content and advertisements, and to analyze interactions with content and advertisements.

**D. How We Respond To “Do Not Track” Signals**

Marco Supply Company, Inc. does not respond to or alter its practices detailed herein based upon your selection of the “Do Not Track” setting or other “opt out” setting or feature that may be offered by your browser; however, we reserve the right to do son in the future.

**E. Communications With You**

You authorize us to transmit email or postal mail to you or to telephone you, to respond to your communications, promote our services and administer and provide information to you about Activities. If we send any emails to promote our services, unsubscribe instructions will be included in each such promotional email from us. Please note that such requests may take up to ten (10) business days to become effective. You may not opt out of receiving communications regarding your dealings with Marco Supply Company, Inc., the Sites or technical information about the Sites.

For the purpose of any applicable law regarding notification of persons whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person, any required notification may, where permitted by law, be made by the use of e-mail, telephone, fax or mail (including a notice printed in an available area of a bill or statement) or by posting a notice on the Sites. The specific means used is up to us and we will use our best judgment based on the circumstances. Where any notice is to be sent to a specific address or number (such as an email address, physical address, telephone number, etc.) we will use the latest available address in our records. YOU AGREE TO THIS MEANS OF NOTIFICATION.

**F. Protection Of Personal Information**

Marco Supply Company, Inc. uses reasonable administrative, physical and electronic security measures to protect against the loss, misuse and alteration of personally identifiable information. No transmission of data over the internet, Wi-Fi, Bluetooth, or other communication protocol is guaranteed to be completely secure. It may be possible for third parties not under the control of us to intercept or access transmission or private communications unlawfully. While we strive to protect personally identifiable information, neither Marco Supply Company Inc. nor our service providers can ensure or warrant the security of any information you transmit to us over the internet. Any such transmission is at your own risk.

**G. Updating Your Information**

You are responsible for keeping your information current. You may update your information by contacting us a [Sales@marcosupply.com](mailto:Sales@marcosupply.com). We will use reasonable efforts to process any change you make; provided, however, that requests to delete information are subject to our internal reporting, processing and retention policies and all applicable legal obligations.

**H. Notice Of Privacy Rights Of California Residents**

Marco Supply Company, Inc. has adopted a policy of not sharing your personally identifiable information with third parties for their direct marketing purposes if you request that we do not do so (“Opt-Out policy”). You may make such a request by sending us an email at [Sales@marcosupply.com](mailto:Sales@marcosupply.com). When contacting us, please indicate your name, address, email address, and what personally identifiable information you do not want us to share with third party for their direct marketing purposes. Please note that there is no charge for controlling the sharing of your personally identifiable information or for processing this request.

If you are a California resident and have provided personal information to a business without an Opt-Out Policy, you may be entitles by law to request certain information regarding disclosures of personally-identifiable information made by such business to third parties for the third parties’ direct marketing purposes during the immediately preceding calendar year (“Disclosure Request”). Such business is not required to respond to more than one Disclosure Request per customer each year, or to respond to requests made by means other than through the contact information designated by the business for such purposes. However, please note that due to our Opt-Out Policy described in the preceding paragraph, we are not obligated by law to provide you with the requested information.

**I. Links**

You may have the opportunity to follow links on the Sites to other sites that may be of interest to you. Sloan endeavors to only like to reputable organizations. Because other sites may not be hosted or controlled by Marco Supply Company, Inc., we are not responsible for the privacy practices of those sites or the content provided thereon. Therefore, the privacy policies with respect to other sites may differ from those applicable to the Sites. We encourage you to review the privacy policies of each other site. This Privacy Policy only applies to information collected and maintained by us.

**10. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

ALL CONTENT ON THIS SITE IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MARCO SUPPLY COMPANY, INC. MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITE AND ITS CONTENT IS AT YOUR SOLE RISK.

MARCO SUPPLY COMPANY, INC. MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE. IF YOU DOWNLOAD ANY MATERIALS FROM THIS SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATAT THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MARCO SUPPLY COMPANY, INC. AND ALL OF ITS AFFILIATES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, IN LAW OR IN EQUITY, AND FURTHER DISCLAIM ALL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE OR THE CONTENT, EVEN IF MARCO SUPPLY COMPANY, INC. OR ANY OF THE MARCO SUPPLY PARTIES HAVE BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.

In certain jurisdictions, the law may not permit disclaimer of warranties, sot he above disclaimer may not apply to you.

**11. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THIS SITE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK AND THAT THE SITE IS MADE AVAILABLE TO YOU AT NO CHARGE. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MARCO SUPPLY NOR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSIQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE, OR ANY OTHER SITE YOU ACCESS THROUGH A LINK FROM THE SITE OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMINCATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITE, MARCO SUPPLY’S REMOVAL OR DELETION OF ANY MATERIALS SUBMITEED OR POSTED ON THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE EVEN IF MARCO SUPPLY, ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR THRID PARTY CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBLITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGILE OR INTANGLIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT MARCO SUPPLY, ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS AND THIRD PARTY CONTENT PROVIDERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH ANY OF THE FOREGOING IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AND MARCO SUPPLY COMPANY, INC. AGREE THAT ANY CAUSE OF ACTION AISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

**12. Indemnification**

You agree to indemnify, defend and hold harmless Marco Supply Company, Inc. and its subsidiaries and affiliates and their respective officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys’ fees and court costs, arising or resulting from your use of this Site and any violation of these Terms of Use And Privacy Policy. If you cause a technical disruption of this Site or the systems transmitting this Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys’ fees and court costs, arising or resulting from that disruption. Marco Supply Company, Inc. reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case; you agree to cooperate with Marco Supply Company, Inc. in the defense of such matter.

**13. Jurisdiction and Applicable Law**

Any dispute between you and Marco Supply Company, Inc. arising out of or relating to these Terms, the Privacy Policy, the Site or its Content shall be governed by, and will be construed in accordance with, the laws of the State of Illinois, U.S.A., without regard to choice of law principles. You irrevocably agree that the federal and state courts located in IL, U.S.A., are the sole and exclusive forum and venue for any dispute, as the most convenient and appropriate to address any disputes, and you agree to submit to the jurisdiction and venue of such courts. You agree that to the fullest extent permitted by law: (i) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (ii) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (iii) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The Site is controlled with the United States of America and is directed to individuals residing in the United States. Those who choose to access the Site from other locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and o the extent local laws are applicable. Marco Supply Company, Inc. does not represent that the Site or its Content is appropriate outside the United States of America. Marco Supply Company, Inc. reserves the right to limit availability of the Site for any person, geographic area, or jurisdiction at any time in its sold discretion.

**14. Severability**

If any provision of these Terms is held to be invalid or unenforceable, unlawful, or void, the remaining provisions of the Terms shall be enforced.

**15. Miscellaneous**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Marco Supply Company, Inc.’s failure to act with respect to any failure by your or others to comply with these Terms does not waive our right to act with respect to subsequent or similar failures. These Terms, together with the Privacy Policy, set for the entire understanding and agreement between you and Marco Supply Company, Inc. with respect to the subject matter hereof. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Marco Supply Company, Inc., and any assignment or transfer in violation of this provision shall be null and void. Marco Supply Company, Inc. reserves the right to seek all remedies available at law and in equity for violation of these Terms or special terms or rules set forth on the Site, including without limitation the right to block access from a particular internet address. Notwithstanding anything to the contrary herein, Marco Supply Company, Inc.’s Terms and Conditions of Sale govern all sales transactions.