

## THE HOME OF IDEAS

WEBB DEVLAM (AN SGSCO COMPANY) VISION CRITICAL PLATFORM LEGAL DOCUMENT

### TERMS & CONDITIONS

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.thehomeofideascommunity.com](http://www.thehomeofideascommunity.com) (the "site"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

#### INFORMATION ABOUT US

The Home of Ideas is a site operated by Southern Graphic Systems, LLC ("sgsco"). Sgsco's registered office is 626 West Main Street, Suite 500, Louisville, KY 40202.

#### ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

#### PERSONALLY IDENTIFIABLE INFORMATION AND COOKIES

When using the site, we may ask and you may volunteer to provide us with personal information ("PI"). PI can include your name, billing address, shipping address, e-mail address, telephone number or mobile telephone number, date of birth, credit card information or information about any sgsco products you have purchased. For example, we may seek PI when you choose to open an account with us, purchase a product, or participate in a contest, sweepstakes, or other promotional event. If you e-mail sgsco or otherwise contact us, we may collect PI during these communications as well. All use of PI shall be governed sgsco's Privacy Policy. For more information on sgsco's Privacy Policy please see [www.sgsco.com/privacy-policy/](http://www.sgsco.com/privacy-policy/).

The Site may use browser "cookies." Cookies are pieces of information that may be placed on your computer by a website for the purpose of facilitating and enhancing your communication and interaction with a particular website. We may use cookies to customize your visit to the Site and for other purposes to make your visit more convenient or to enable us to enhance our service. For example, we may use cookies when we conduct polls or contests to limit multiple responses and registrations, or we may use cookies to track usage patterns on the Site or to analyse web activity. You may stop or restrict the placement of cookies on your computer or remove them from your browser by adjusting your web browser preferences. If you do so, you may still use the Site, but it may interfere with some of its functionality. We do not use cookies to automatically retrieve PI from your computer without your knowledge. In addition to cookies, the Site uses a variety of technical methods for tracking purposes, including web beacons. Web beacons are small pieces of data that are embedded in images on the pages of websites. The Home of Ideas also uses these technical methods to analyse the traffic patterns on the Site, such as the frequency with which our users visit various parts of the Site.

#### INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

#### RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

#### OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

#### OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out below. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).

- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Excluding PI, any content material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out above.

#### VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

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 our site or to your downloading of any material posted on it, or on any website linked to it.

#### LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out above. If you wish to make any use of material on our site other than that set out above, please address your request to [servicedesk@sgsco.com](mailto:servicedesk@sgsco.com).

#### LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

#### YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact:  
[servicedesk@sgsco.com](mailto:servicedesk@sgsco.com)

sgsco  
626 West Main Street  
Suite 500, Louisville  
KY 40202.

Thank you for visiting our site.

#### PRIVACY POLICY

Southern Graphics Inc. (“sgsco”) respects your privacy. We strive to provide the best possible service while respecting the confidentiality of your information. It is important for you to know sgsco’s Website Privacy Policy before accessing or using sgsco’s website [www.thehomeofideascommunity.com](http://www.thehomeofideascommunity.com) (the “Website”). This Website Privacy Policy outlines the types of information we may receive or collect when you use the Website, as well as some of the methods we use to safeguard your personal information.

By accessing and using the Website, you agree to be bound by the following our stated Terms & Conditions, including without limitation, this Website Privacy Policy and you agree to the collection and use of information as outlined in the Website Privacy Policy. If you do not agree, you are not permitted to use the Website or any of the content, services, images, graphics, products or representations available on or accessible through the Website.

#### COLLECTION OF PERSONAL INFORMATION

Sgsco only collects personal information with your specific knowledge and consent. For example, when you register for our services through submission of a form, contact us via electronic mail or other means, or create a user name and/or password, you may be asked to provide personal information such as name, address, phone number, or e-mail address.

#### CHILDREN MAY NOT DIVULGE PERSONAL INFORMATION

Individuals who are under thirteen (13) years of age are not permitted to use the Website. Sgsco does not knowingly collect or use any information from individuals under thirteen (13) years of age.

#### USE OF PERSONAL INFORMATION

Sgsco uses personal information in order to provide better service and communication to you through the Website. For example, sgsco uses personal information to establish your account, to provide support to customers accessing the sgsco extranet system, to understand your specific needs, and to communicate with you regarding sales orders and inquiries.

#### SHARING OF PERSONAL INFORMATION

Sgsco will not sell, rent, or lease your personal information to third parties. Sgsco may share personal information with companies working on our behalf, such as third party information technology companies, and sgsco-owned business entities, but only to the extent necessary to manage your user account, provide account support, provide third level application support, or to respond to sales inquiries and orders. In such a case, sgsco requires those companies or entities to adhere to privacy and security standards at least as restrictive as this Website Privacy Policy.

Sgsco will comply with a request to provide your personal information to a third party made pursuant to state or federal law or regulation, subpoena, court order, or legal process. Additionally, sgsco may disclose personal information to the extent necessary to (a) detect, prevent, or otherwise address suspected fraud, security or technical issues; (b) prevent, remedy, or enforce the Website Terms & Conditions of Use; or (c) protect against harm to the rights, property or safety of sgsco, its users or the general public.

#### LINKED SITES NOT COVERED

There may be links on the Website that allow you to leave the Website and to visit other websites that are not under sgsco's control or direction. The privacy policies on linked websites may differ from sgsco's Website Privacy Policy. Any personal information you choose to provide to or that is collected by such third parties is not in any way covered by the sgsco Website Privacy Policy. We recommend that you review each linked website's privacy policy before providing any personal information. Sgsco is not responsible for the privacy policies, practices or content of other websites, including linked websites, that you may visit.

#### ACCESS TO AND ACCURACY OF YOUR INFORMATION

Sgsco strives to keep your personal information accurate and up to date. You may correct factual errors in your personal information by sending us an email at [sgshelp@sgsintl.com](mailto:sgshelp@sgsintl.com). To protect your privacy and security, we will also take reasonable steps to verify your identity before making corrections.

#### OUR COMMITMENT TO DATA SECURITY

Sgsco values your trust and is committed to keeping your information secure. To prevent unauthorized access and disclosure, to maintain data accuracy, and to ensure the appropriate use of your information, sgsco utilizes industry standard physical, technical, and administrative procedures to safeguard any personal information.

#### CHANGES TO THIS POLICY

Sgsco reserves the right to modify this Website Privacy Policy at any time, in its sole discretion, with or without notice. All modifications to this Website Privacy Policy will be effective immediately upon posting of the modifications on the Website. You agree to check this webpage each time you access the Website to become aware of any changes. By continuing to access the Website, you agree to be bound by these modifications to this Website Privacy Policy.

#### SPECIAL NOTICE REGARDING CHILDREN UNDER 13 YEARS OLD

We do not sell or ship any items ordered through this Site directly to anyone who we know to be under the age of 13, nor do we collect any personal information from anyone who we know to be under the age of 13. If you are under the age of 13, you should use this Site only with the involvement of a parent or guardian and should not submit any personal information to us.

#### OPT-OUT POLICY

If you wish for us to remove your e-mail address from our active records and no longer receive e-mails from us, please follow the unsubscribe instructions contained in any The Home of Ideas email that you receive. Please be aware that we will process your request within a reasonable time after receipt. You should also be aware that we are not responsible for removing your e-mail or PI from the lists of any third party who has previously been provided with your information in accordance with this policy, such as a business partner. In addition, your ability to opt-out from receiving marketing and promotional

material does not change our right to contact you regarding your use of the sgscs Channels or changes to our Privacy Policy, Terms and Conditions of Use statements or other policy or terms that affect you and your use of the sgscs Channels.

#### SECURITY

The security of your PI is very important to us. We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect, including limiting access to the PI contained on our servers. Only those employees who need access to your information to perform their duties are authorized to have access to your PI. If you place an order through this Site, you will be asked to set up an account and provide an email address and password. You must provide an appropriate email address and password in order to access account information. In order to help protect your personal information further, you should be careful about providing your password to others. If you wish to cancel your password, or if you become aware of any loss, theft or unauthorized use of your password, please contact the Customer Service Department of this Site by email at [servicedesk@sgsco.com](mailto:servicedesk@sgsco.com).

Contact Information. Please contact us with any questions or concerns regarding this Website Privacy Policy at [servicedesk@sgsco.com](mailto:servicedesk@sgsco.com). Alternatively, you may call or write us at:

Sgsco  
626 West Main Street, Suite 500  
Louisville, KY 40202  
Phone: (502) 637-5443  
Fax: (502) 634-5298

Revision Date. This Website Privacy Policy was last revised on September 15, 2016.

### CONTEST & GIFT PROGRAMME RULES

#### SGSCO PRIZE DRAW & GIFT PROGRAMME – TERMS AND CONDITIONS

1. The promoter is sgscs (company no. 631503) whose registered office is at 626 West Main Street, Suite 500, Louisville, KY 40202.
2. There is no entry fee and no purchase necessary to enter prize draws offered by the promoter from this website ([www.thehomeofideascommunity.com](http://www.thehomeofideascommunity.com)) (“prize draws”).
3. All entrants must be age 16 or over.
4. Employees of the promoter are not eligible to enter its prize draws.
5. Route to entry for the prize draws will be advised by the promoter at the time it makes its prize draws available for entry.
6. Closing dates for entry will be advised at the time entry is made available.
7. No responsibility can be accepted by the promoter for entries not received for whatever reason.
8. The prize for each winner will be detailed in each new prize draw announcement.
9. The promoter reserves the right to cancel any prize draw or amend these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter’s control or at any other time. Any changes to any prizetdraw will be notified to entrants as soon as possible by the promoter.
10. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this prize draw.
11. No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
12. An independent person will draw at random the winners from all entries received into any of its prize draws. The winner will be notified by email and/or letter within 28 days of the closing date. If the

winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

13. The promoter will notify the winner when and where the prize can be collected.

14. The promoter's decision in respect of all matters to do with the prize draw will be final and no correspondence will be entered into.

15. By entering this prize draw, an entrant is indicating his/her agreement to be bound by these terms and conditions.

16. The prize draw and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.

17. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

18. The winner's name will be available 28 days after closing date by sending a stamped addressed envelope to the address above.

19. Prizedraw is only open to those in the UK and USA.

20. UAE and HK members are only eligible to the gift programme.

21. The gift programme is a gesture of good will for active members of the community to see the latest products and innovations from the industries they are helping shape.

## COOKIE POLICY

The Site may use browser "cookies." Cookies are pieces of information that may be placed on your computer by a website for the purpose of facilitating and enhancing your communication and interaction with a particular website. We may use cookies to customize your visit to the Site and for other purposes to make your visit more convenient or to enable us to enhance our service. For example, we may use cookies when we conduct polls or contests to limit multiple responses and registrations, or we may use cookies to track usage patterns on the Site or to analyse web activity. You may stop or restrict the placement of cookies on your computer or remove them from your browser by adjusting your web browser preferences. If you do so, you may still use the Site, but it may interfere with some of its functionality. We do not use cookies to automatically retrieve PI from your computer without your knowledge. In addition to cookies, the Site uses a variety of technical methods for tracking purposes, including web beacons. Web beacons are small pieces of data that are embedded in images on the pages of websites. The Home of Ideas also uses these technical methods to analyse the traffic patterns on the Site, such as the frequency with which our users visit various parts of the Site.