

Website Terms of Use

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- Impersonate any person or entity, including without limitation any representative of **KraftMaid Cabinetry**; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that any statements you make are endorsed by us, without our prior written consent;
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- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site, Content or Software;
- “Frame” or “mirror” any part of the Site without our prior written authorization;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.
- Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent;
- Create a database by systematically downloading and storing Site content;
- Use the Site to defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect information about Site visitors or members without their express consent; or
- Otherwise disrupt or interfere with the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination of your access to the Site. If you download Software from the Site, such Software is licensed on a limited basis to you by us or the owner of such Software. Title to the Software is not transferred to you. You own the medium on which the Software is recorded, but we or our third party licensors retain all right, title and interest in and to the Software, and all intellectual property rights therein. You may not re-sell or transfer the Software to any third party.

Registration

You may be required to register with **KraftMaid Cabinetry** in order to access certain areas of the Site. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion.

Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and

agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name (including, without limitation, all purchases). You agree to immediately notify **KraftMaid Cabinetry** of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you “log off”/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

Forums and Public Communication

This Site may enable users to submit their own content to a chat area, message board or e-mail function ("forum"). Any forum on the Site is a free service to enable you to share comments about products and services available on the Site. If you participate in a forum within the Site, any information you disclose in such a submission may be publicly available and you should exercise caution in deciding whether to disclose any personal, financial or other sensitive information there. By uploading or submitting any materials to a forum, you automatically grant (or warrant that the owner of such materials expressly granted) to us a perpetual, royalty-free, fully paid up, irrevocable, non-exclusive, worldwide, transferable, sublicensable (through multiple tiers) right and license to use, display and perform (publicly or otherwise), adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit and distribute such materials in any media now known or hereafter developed or incorporate such materials into any form now know or later developed. For all such materials that you submit to or through the Site, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such materials, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding all materials that you submit to or through the Site that you may have under any applicable law under any legal theory.

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KraftMaid Cabinetry is proud to provide a forum for you to express your opinions on the topics and items we feature. While we appreciate your time and comments, we request that you refrain from including the following in your posts: (i) profanity, obscenities, hateful, threatening or harassing comments or images;

(ii) discussion of illegal activities or intent; (iii) solicitations for commercial activities or other statements that do not generally relate to the designated topic of the forum; (iv) personally identifiable information such as phone numbers, addresses or URLs; (v) any information that violates any right of a third party or any law; and (vi) any software or other materials that contain a virus or other harmful component. **KraftMaid Cabinetry** reserves the right to edit or remove content from any forum at any time and for any reason.

We have no obligation to monitor the Site or the forums, or any submissions or other materials that you or other third parties transmit or post on the Site or the forums. You acknowledge and agree that we have the right (but not the obligation) to monitor the Site and the forums and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a forum); to disclose such materials, the circumstances surrounding their transmission, and the identity of the poster to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; to comply with legal obligations or governmental requests; to enforce these Terms or for any other reason or purpose.

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Rules for Sweepstakes, Contests and Games

Any sweepstakes, contests or games that are accessible through the Site may be governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to any such rules. We urge you to read any applicable rules, which will be linked from the particular activity, and to review our Privacy Policy (which can be found at [www.\[insert Company website\]](http://www.[insert Company website])) which, in addition to these Terms, governs any information you submit in connection with such sweepstakes, contests and games. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control.

Making Purchases

If you wish to purchase products or services described on the Site, you will be asked by **KraftMaid Cabinetry** or the third party provider of the product or service to supply certain information applicable to your purchase, including, without limitation, credit card and other information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY PURCHASE. By submitting such information, you grant **KraftMaid Cabinetry** the right to provide such information to third parties for purposes of facilitating the completion of purchases initiated by you or on your behalf. You understand that any such information provided to **KraftMaid Cabinetry** through the Site will be treated by **KraftMaid Cabinetry** in the manner described in our Privacy Policy. You agree that all information that you provide to **KraftMaid Cabinetry** or such third

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If you wish to provide a hyperlink from your Web site to this Web Site, you may do so only under the following conditions: (i) any link to our Site must be a text-only link and clearly marked "**KraftMaid Cabinetry** Web Site"; (ii) the link must "point" to the URL www.KraftMaidInfo.com and not to other pages

within our Site; (iii) when selected by a user, the link must display our Site on full-screen and not within a "frame" on the linking site; (iv) the appearance, position and other attributes of the link may not imply that you or any related organizations or entities are endorsed or sponsored by, affiliated with, or associated with us; (v) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our names and trademarks; (vi) the linked site may not contain content that could be construed as distasteful, offensive or controversial or that is not appropriate for all age, racial, religious and other groups protected by law; and (vii) we reserve the right to revoke our consent to the link at any time in our sole discretion and you will remove the link immediately upon our request. By linking your Web site to ours, you are agreeing to be bound by these Terms.

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Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of New York and the United States of America, without reference to any choice of law rules under New York law. You agree that any action at law or in equity arising out of or relating to these Terms or relating your use of this Web Site will be filed only in the state or federal courts located in **Ann Arbor, Michigan** and you agree to submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and to waive any jurisdictional, venue or inconvenient forum objections to such courts.

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These Terms are effective until terminated. **KraftMaid Cabinetry**, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if **KraftMaid Cabinetry** believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that **KraftMaid Cabinetry** may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that **KraftMaid Cabinetry** and the Affiliated Entities shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. The "Intellectual Property," "Forums and Public Communication," "Disclaimer of Warranties," "Limitation of Liability," "Governing Law," "Termination," "Jurisdictional Issues," and "Miscellaneous" sections will survive any termination of these Terms.

Violations

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including suspension or blocking of your access to this Web Site. Our failure to enforce any provision of these Terms will not constitute a waiver of such provision or of our legal or equitable rights. You agree to defend and indemnify us and our directors and employees from and against any and all damages, claims, liabilities and costs arising directly or indirectly from (i) your violation of these Terms or your use of this Site; (ii) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with the Site.

Notice for California Users

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to **Marketing@KraftMaid.com**. You may also contact us by writing to **4600 Arrowhead Drive, Ann Arbor MI 48105**. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

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following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow **KraftMaid Cabinetry** to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by **KraftMaid Cabinetry** against you, the DMCA permits you to send **KraftMaid Cabinetry** a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to **Marketing@KraftMaid.com**. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Filtering

Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that **KraftMaid Cabinetry** does not endorse any of the products or services listed at such site.

Ability to Agree to These Terms

By using the Site, you affirm that you are of legal age to enter into these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms.

Jurisdictional Issues

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

Forward-Looking Statements

Statements in any news release of **KraftMaid Cabinetry** contained on the Site or communicated orally or in writing that concern us or our management and that are not historical facts are "Forward-Looking Statements." Forward-Looking Statements include, without limitation, statements that (a) include the words "believes, " "expects, " "anticipates, " "estimates" or words of similar importance or meaning with reference to us or our management; (b) are specifically identified as forward-looking; (c) describe any of our plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of our markets or customers or our expected liquidity and capital resources. Forward-Looking Statements are only predictions involving important factors and risks that may cause actual results to differ materially from those discussed in any Forward-Looking Statement. Those important factors and risks include, without limitation, economic, competitive, governmental and technological factors affecting our operations, markets, products, services and prices. Important factors and risks are described in our parent company's (Masco Corporation's) current annual report filed with the SEC, and may be detailed from time to time in additional reports and other filings of Masco Corporation filed with the SEC. Copies of the most recent reports and other filings of Masco Corporation can be accessed through the SEC EDGAR system located at www.sec.gov or may be obtained at no charge from the Masco Corporation. **KraftMaid Cabinetry** expressly disclaims any obligation or responsibility to update or revise or supplement any Forward-Looking Statement in any news release or generally to any extent.

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Miscellaneous

These Terms may be supplemented by additional terms posted at other locations on this Site, but these Terms will supersede in the event of a conflict with such additional terms. These Terms and such additional terms constitute our entire agreement with you regarding your use of this Web Site, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and **KraftMaid Cabinetry** relating to such subject matter. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The invalidity of any term, condition or provision of these Terms of Use shall not affect the enforceability of those portions deemed enforceable by applicable courts of law. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and **KraftMaid Cabinetry**. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in **KraftMaid Cabinetry's** discretion. The Site may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. **KraftMaid Cabinetry** will not be responsible for failures to fulfill any obligations due to causes beyond its control.

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