

Welcome to the Web Site for Cobra Products, at www.cobraus.com (Web Site or Site). We maintain this Site for general promotional, product and public information purposes. The following Terms of Use (Terms) apply to your use of this Site. Please read them carefully! **By using this Web Site, you are agreeing to be bound by these Terms. You may not use this Site if you do not agree to these Terms.**

Unless the context indicates otherwise, as used in these Terms, (i) “Cobra,” “us,” “we” and “our” refer to Cobra Products and its subsidiaries and affiliates and (ii) “Content” refers to any or all text, documents, photographs, images, graphics, logos, emblems, designs, layouts, trademarks, trade names, service marks, copyrighted materials, audio and video presentations and other information provided by us on or through this Web Site, including user interfaces and the selection, coordination and arrangement of such information.

Intellectual Property

The Content provided on this Web Site is copyrighted by Cobra Products or our third party licensors and is protected from copying, reproduction, modification, distribution, display, performance or transmittal for any purpose under United States and international copyright laws.

The trademarks, trade names, service marks, product packaging, designs and corporate logos and emblems displayed on this Site belong exclusively to Cobra Products or our third party licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under United States and international trademark laws.

Nothing stated or implied on this Site confers on you any license or right under any copyright, trademark or service mark of Cobra Products or any third party. Unauthorized use of this intellectual property is expressly prohibited and may be a violation of law.

Permitted and Prohibited Uses

You may view and make one electronic or paper copy of the information posted on any screens of this Web Site, provided that you use the copy solely for your personal, informational and non-commercial purposes and that you (i) keep all copyright and other proprietary notices intact, (ii) do not modify the Content or use it in a manner that suggests an association with any of our products, services or brands and (iii) do not download quantities of the Content to a database that can be used to avoid future downloads from this Site.

You may not reproduce, copy, upload, post, transmit, display or otherwise redistribute any materials or design elements of this Site for commercial purposes without our prior written consent.

You may not (i) decompile, disassemble or reverse engineer this Web Site or otherwise attempt to determine the source code or trade secrets of the Site, (ii) violate or attempt to violate the security of the Site or (iii) otherwise disrupt or interfere with the operation of the Site.

Disclaimer of Warranties

In preparing this Web Site, we have tried to assure that the information posted is accurate, complete and current as of the dates indicated on the screens and that your use of the Site will be uninterrupted and error-free. However, we make no

guarantees or warranties of any kind, express or implied, regarding the Content or operation of the Site. You access and use this Site at your own risk. The Content (including all information available on or through the Site) is provided "AS IS" and we are not responsible for its use or misuse. Access to this Site from locations where the Content may be illegal is prohibited and you are responsible for compliance with applicable local laws. You are also responsible for taking all necessary precautions to assure that any material you obtain from this Site is free from computer viruses, worms, Trojan horses or other destructive devices.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (I) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (INCLUDING SUITABILITY OF THE SITE FOR YOUR NEEDS OR REQUIREMENTS OR THOSE OF ANY OTHER PERSON), (II) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (III) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF THE CONTENT, (IV) WARRANTIES RELATING TO THE OPERATION OF THE SITE (INCLUDING DELAYS, INTERRUPTIONS, ERRORS, VIRUSES, DEFECTS OR OMISSIONS) AND (V) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY.

Links from this Web Site

We have provided hyperlinks from this Web Site to selected third party Web sites as a convenience to you. However, by providing such links, we are not endorsing such third parties or their Web Sites. We are not responsible for and make no representations about the contents or use of such hyperlinked third party sites or any further links contained there to other sites. If you use a Web Site that is hyperlinked to this Web Site, you do so at your own risk; we are not responsible for assuring that hyperlinked sites are free from computer viruses, worms, Trojan horses or other destructive devices. We may discontinue our hyperlinks to any third party site at any time without notice or obligation to you.

Links to this Web Site

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 "Cobra Products Web Site"; (ii) the link must "point" to the URL www.cobraus.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.

Questions and Comments

We welcome questions, comments and other feedback about this Web Site and about our products and services. However, please be aware that we will treat all such communications as non-confidential and may reproduce, use,

disclose and distribute them without notice or obligation to you. Please see our Privacy Policy on this site for more information.

Changes to this Site or these Terms

We may change or discontinue this Web Site at any time without prior notice or obligation to you. We may also change these Terms at any time without prior notice or obligation and your continued use of the Site after such changes have been posted will constitute your acceptance of the changes.

Limitation of Liability

We specifically disclaim all liability (whether based in contract, tort, negligence, strict liability, by statute or otherwise) for any direct, indirect, incidental, consequential, punitive or special damages arising out of or relating to your access to and/or use of this Web Site (including those arising from your reliance on the Site Content or on any products or services obtained through the use of this Site, lost data, computer viruses or other destructive devices, and delays, breakdowns or interruptions in the use of the Site for any reason whatsoever).

Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of New Jersey and the United States of America, without reference to any choice of law rules under New Jersey law. You agree that any action at law or in equity arising out of or relating to these Terms or relating to your use of this Web Site will be filed only in the state or federal courts located in Gloucester County,

New Jersey and you agree to submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

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.

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 your violation of these Terms or your use of this Site.

Terms and Conditions for User Content

Cobra Products (“we,” “us” or “Cobra”) owns and/or operates various websites that permit users (“you,” “User” or “Users”) to submit or publish content (“User Content”). Such websites may include, but are not limited to, message boards, blogs, social networks and comment boards. By registering or submitting any User Content, you accept and agree to the following Terms and Conditions for User Content.

Eligibility and registration

As part of the registration process, you will be asked to select a username and you will be responsible for all activities occurring under your username. We may refuse to grant you a username that impersonates someone else, is or may be protected by trademark or proprietary rights law, or is vulgar, offensive or otherwise inappropriate, as determined by us in our sole discretion. You are solely responsible for any and all uses of your username.

Appropriate conduct and content; personal use only

By acceptance of these Terms and Conditions, you agree that any information you provide about yourself is accurate and complete at the time provided. In particular, you represent that you are 21 years of age or older.

You may not use Cobra Products' websites for any illegal or unauthorized purpose. International users agree to comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States or your country of residence. You are solely responsible for your conduct and any data, text, information, photos, links and other content that you submit, post or display.

We may, without notice to you, but we shall have no obligation to, refuse, edit and/or remove User Content that we determine in our sole discretion is unlawful, fraudulent, threatening, libelous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property or other proprietary rights or these Terms and Conditions. We also reserve the right in our sole discretion to refuse, edit and/or remove any content that may be deemed inappropriate without providing notice to you.

Children's privacy

We are committed to protecting the privacy of children. These websites are not intended or designed to attract children under the age of 21. We do not collect personally identifiable information from any person and as such we will not have actual knowledge when a user is under the age of 21.

Changes to Terms and Conditions for User Content

We reserve the right to modify or terminate any User Content for any reason, and without notice, without liability to you or any third party. We also reserve the right to modify these Terms and Conditions from time to time without notice. You are responsible for regularly reviewing these Terms and Conditions so that you will be apprised of any changes.

License to Use Materials

By submitting, posting or displaying any User Content, you automatically grant Cobra Products a worldwide, non-exclusive, royalty-free, irrevocable license to publish, create derivative works, publicly display, re-display or otherwise use such User Content as it sees fit on Cobra Products' websites and in all other forms of electronic or non-electronic media that are used by Cobra Products or its agents in connection with the promotion, marketing, use or expansion of any of its business.

You represent to Cobra Products that you own all User Content you submit and/or have the unencumbered legal right to grant the above-referenced license with respect to all User Content you provide. You further represent to Cobra Products

that such materials do not infringe any third party copyrights or other third party intellectual property rights. You also certify to Cobra Products that each person whose identity can be determined from an image/video/audio file has consented to appear in, and to your use of, that image/video/audio file. You agree to fully indemnify Cobra Products for any and all losses resulting from the invalidity or inaccuracy of such representations and certifications.

You may not copy, modify, publish, transmit, distribute, perform, display or sell any third party submitted proprietary information or Cobra's proprietary information, which includes the sum of all postings and photos/video/audio files to or on the site.

Please do not send to any website anything that constitutes a trade secret or confidential or proprietary information. We are not in a position to accept such information, nor can we agree to obligations of nondisclosure or confidentiality with regard to submitted plans or ideas. You agree that any information or materials that you, or individuals acting on your behalf, provide will not be considered confidential or proprietary.

Standard Terms and Conditions for Masco Websites

In addition to these Terms and Conditions, you agree to be bound by Cobra Products' standard Terms and Conditions for its websites, as the same may be modified and updated from time to time, with respect to your use of Cobra Products' websites.

Questions

If you have any questions about these Terms or this Web Site, please [contact us](#).