

Black & Decker
Website Terms of Use

The Black & Decker Corporation and its subsidiaries and affiliated companies (collectively and alternatively, “Black & Decker” or the “Black & Decker family”), own, operate and/or control a global network of websites and web pages, including www.100yrs.bdk.com, (collectively the “Sites”). These Sites are provided to visitors and users of the Sites (collectively, “You” or “Your”) only if You agree to these Terms of Use unconditionally and without modification. Your use of any of the Sites constitutes Your acceptance and agreement to all these terms and conditions. Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Sites (such as sweepstakes or public forums), all of which are incorporated into these Terms of Use. You will be bound by such additional terms should You use the specific features or portions of the particular Sites. If these additional terms conflict with these Terms of Use, the additional terms shall apply. **PLEASE TAKE THE TIME TO READ ALL TERMS OF USE CAREFULLY BEFORE USING THE SITES.** By accessing, registering on or otherwise using any of the Sites, You unconditionally agree to these Terms of Use *whether or not You have read them*. If you do not agree to these Terms of Use, You may not access, view or use the Sites.

1. Generally

You are free to browse the Sites to learn more about Black & Decker and the Black & Decker family of products. You may also view product catalogs, register Your warranty, submit questions with respect to product use and availability, interact with other Black & Decker customers in connection with your construction projects and participate in any contests, promotions, surveys, blogs, communities or other services (although many of these activities require that You register). The Sites and all material posted on the Sites or otherwise approved by Black & Decker (collectively, “Licensed Content”) may be used for the sole and limited purposes set forth in the Sites and these Terms of Use. You may view and print portions of the Licensed Content for Your own internal use but not for resale or other commercial exploitation and not for use other than as provided in these Terms of Use. Any other use of Licensed Content without Black & Decker’s prior written approval is strictly prohibited.

2. Product, Safety and Other Technical Information

While Black & Decker uses commercially reasonable efforts to provide accurate information, the industry of which Black & Decker is a part and the laws and regulations applicable to that industry do change. Therefore information contained on the Sites may not be current, accurate or complete. Because many factors go into the decision-making process of purchasing a given product and everyone’s particular circumstances and needs may differ, the Licensed Content is provided for informational purposes only. Black & Decker cannot ensure or guarantee and does not warrant that Your product selection will be accurate, meet Your (or, if applicable, Your customer’s) particular needs or requirements or that the recommendations, regulations or other information provided by Black & Decker experts or other Sites users is complete, accurate or current. Please read and follow all instructions contained in product manuals. Each claim or statement made by Black & Decker about the effectiveness of Black & Decker products and/or comparing the effectiveness of Black & Decker products to that of others and all use of the Sites is expressly limited to the United States unless otherwise stated on the Sites. If a product offered by Black & Decker purchased through the Sites is not as described, Your sole remedy is to return it in its original, unused form and receive either a replacement of the product You purchased, a refund of the price You actually paid or other remedy provided pursuant to the manufacturer’s warranty. Please address all product complaints as provided in the manufacturer’s warranty and other materials provided on purchase. **Do not make product complaints through the Sites.** Product description and pricing is subject to correction and change. Black & Decker may refuse or cancel product orders placed at an incorrect price, or based upon erroneous promotion terms, whether or not the order has been confirmed. Black & Decker’s obligations, if any, with respect to its products and services are governed solely by the specific agreement through which they were provided. Sales made through the Sites, if any, are governed by Black & Decker’s Standard Terms and Conditions of Sale and/or Invoice-Terms and Conditions.



WARNING: Some of the information and advice on the Sites may be provided by third party contributors who are not affiliated with Black & Decker. Black & Decker makes no representation as to the truth, thoroughness, or accuracy of such information or advice.

In all operations and uses related to power tools and their accessories and other matters discussed on the Sites, You must read, understand, and adhere to the safety warnings and instructions pertaining to such products and accessories as well as other regulations and standards applicable to the nature and environment of ownership, maintenance, or use. Additionally, in all cases, power tool users should wear all recommended personal protective equipment.

3. Privacy and Data Security

Black & Decker values its relationship with visitors and customers and uses commercially available technology to safeguard any personal information collected through the Sites. Nevertheless, the internet is an open medium and no data transmission through the internet is completely secure. You transmit Your personal information at Your own risk. Black & Decker does not guaranty or warranty the security of information You transmit. Once received, Your personal information is stored in the United States. Black & Decker takes various precautions to safeguard Your personal information against loss, theft and misuse as well as

unauthorized access, disclosure, alteration and destruction. For example, the Sites use Secure Sockets layer (SSL) encryption on all web pages where personal information is required.

Information Collected: In general, You may visit the Sites without telling Black & Decker who You are or revealing personal information about Yourself. However, Black & Decker, its business partners and other companies providing services to or on behalf of Black & Decker (such as, for example, companies assisting with the operation or features of the Sites, advertising and promotional campaigns, surveys, contests and the like) may use various technologies (such as cookies, web beacons, pixel tags, click-through URL links) to collect non-personally identifiable information discernable as a result of Your visit. This may include, without limitation, Your IP address, web pages requested or viewed, date, time and domain type, demographic information and responses to surveys, promotions and advertisements. Information gleaned from Your browser is automatically received and recorded on server logs. As technology evolves, information may be gathered through other means as well. You may set Your browser either to notify You when You receive a cookie or to refuse to accept cookies. However, if you do so You may not be able to participate in certain of the Sites' features.

Information that personally identifies You, such as Your name, address, e-mail address, telephone number as well as demographic data specific to You may also be collected from a variety of sources. You may provide personally identifiable information directly, it may be gleaned through the Sites or collected from other sources. For example, when You register on the Sites, You create a personal profile – providing Your name, telephone number, email address and in some cases Your mailing address or credit card information – and choose a password for security. The Sites save Your information so that the next time You place an order or register a product, You only need to enter Your unique ID and password. You cannot communicate with Black & Decker through the “FindAnswers or ContactUs” or other service or customer support links on the Sites or via e-mail without providing personally identifiable information. If You contact Black & Decker or its service providers, a record of that session or correspondence will be maintained. Personally identifiable information is collected and stored when You register product warranties, order parts, check repair status, become a member of the Sites, access the “Pro’s Page,” participate in owner’s clubs and public forums such as “Ratings and Review” and other blogs, chat rooms, news groups or bulletin boards, request DEWALT Racing information, literature and/or product information. If you use a bulletin board, chat room or other interactive public areas of any of the Sites, any information You share is visible to other users. Personally identifiable information You submit to one of these forums can be read, collected or used by other individuals to send You unsolicited messages. Black & Decker is not responsible for personally identifiable information You choose to submit in these forums. If You do choose to make otherwise non-public information available by enabling certain user features, Black & Decker will collect that information from Your interaction and the information will become publicly available.

Information Use/Sharing: Black & Decker will not trade, sell or share Your personal information with third party marketers without Your consent unless required by law or as disclosed to You as provided in these Terms of Use or when the information is collected. Black & Decker may use any information gained through the Sites for any legal purpose. If You access the Sites outside the United States, Your connection is through and to servers located in the United States. Any personal information You provide will be processed and maintained in the United States on Black & Decker’s Sites servers and/or other network systems operated by or for Black & Decker’s benefit. If You access the Sites and/or reside outside of the United States, Your information may be stored, transmitted and shared in accordance with U.S. data privacy laws which may not be equivalent to those in effect in Your country. Black & Decker uses personal information You provide in a number of ways. When You register, You create a member profile that enables You to choose to interact with Black & Decker in a variety of ways, including receiving emails and text messages. You may, at any time, limit Your interactions, for example, by updating Your member profile to stop receiving DEWALT Racing updates. Please note that You may continue to receive messages for a short time until Black & Decker’s records are updated. Personal information is required to fulfill Your requests for products, literature or other information, to provide product support, product research, answer questions, correct problems with the Sites, to notify You of new or improved products or product uses, to enlist Your participation in email campaigns, surveys, promotions, sweepstakes or contests, to customize Licensed Content, improve customer support services, or conduct research, advertising, marketing and promotional campaigns, to provide anonymous reporting for internal use and to third parties. Information collected from any source may be combined to improve products and services and enable more targeted, tailored communications. It may also be aggregated and made available without identifying You to ascertain trends, products, security/privacy patterns and research, internal record keeping and reporting, measuring and reporting learning, performance and other statistical information concerning any aspect of the Sites.

Many companies within the Black & Decker family manufacture and sell consumer and commercial products. Unless not permitted by law, all companies within the Black & Decker family, including its world-wide affiliates, share information collected through the Sites and may contact You directly. Black & Decker may also share Your information with businesses that offer products that it believes may be of interest to You as well as those providing services to Black & Decker. These businesses may then contact You directly with product or sample offers that may be of interest to You, personalized offers and information or to ask for Your feedback on products and programs.

If Black & Decker were to merge with or be acquired by another company or if it were to cease operations, Your information may be transferred to the surviving or acquiring company and will then be subject to that company’s privacy policy which may

be different from that of Black & Decker. Your personal information may be disclosed if there is reason to believe that disclosure is necessary to identify, contact or bring legal action to enforce any legal rights, including against You or a third party, for nonpayment, violation of any agreement, and to prevent injury to or interference with Black & Decker's rights or property, the rights or property of users of other Sites or anyone else that could be harmed by such activities. Black & Decker may disclose or access account information when it believes, in good faith, that disclosure is required by law, for administrative and other purposes deemed necessary to maintain, service and improve Black & Decker products and services and to protect its rights or property. By accessing and using the Sites, You agree that information You have provided may be used and disclosed as described above or as these Terms of Use may be modified from time to time.

To Update Your Information/Unsubscribe: You have choices as to how Black & Decker will communicate with You. The Sites allow You to choose to receive, or stop receiving communications from Black & Decker. You may update Your information or stop receiving promotional email or postal communications. Please click [here](#) to learn how to complete Your request.

Notice to California residents about your California privacy rights: In addition to the other rights described in this policy, if You are a customer residing in California, You have the right to request information regarding the third parties with whom Black & Decker has shared customer personal information for direct marketing purposes during the past year. You have the right to submit a request to Black & Decker at its designated address and receive the following information within 30 days of its receipt of that request: (1) the types of personal information disclosed to third parties during the immediately preceding calendar year, (2) the names and addresses of third parties that received the personal information, and (3) if the nature of a third party's business cannot be reasonably determined from the third party's name, examples of its products or services. You are entitled to receive a copy of this information in a standardized format. Information provided will not be specific to you individually. All such requests must be in writing and sent to Black & Decker's designated address set forth in Section 14.

4. User Conduct

In general, Black & Decker expects visitors to interact with Black & Decker and other users of the Sites in a courteous manner and in compliance with all laws. Vandalism, obscene or abusive language, harassment, threats, or abuse of any nature or form on the Sites, including via e-mail, post or other transmission is strictly prohibited. Impersonation of others or misrepresenting Your affiliation with Black & Decker or another is prohibited. You may not upload to, distribute or otherwise publish through the Sites any material that you know is false, misleading, contains viruses or malicious code, defamatory, vulgar, obscene, threatening, libelous, infringes upon another's proprietary rights is invasive of another's privacy or publicity rights, hateful, racially or ethnically objectionable or which may constitute or encourage a criminal offense, violate any law or another's rights or otherwise give rise to liability.

You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of anything transmitted through the Sites, disclose proprietary or confidential information or otherwise infringe another's patent, trademark, trade secret, copyright or other proprietary right ("Rights"). You may not upload chain letters, pyramid schemes, solicitations, or commercial material of any sort to the Sites, use the Sites to solicit others, advertise or promote anything. Framing, in-line linking or other means of associating the Sites, Marks or Licensed Content with another or with any material, link or information not originating with Black & Decker is expressly prohibited.

You may not probe, scan or test the vulnerability of the Sites or any networks. You may not use any "deep-link," "page-scrape," "robot," "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Sites or Licensed Content. You may not reproduce or circumvent the navigational structure or presentation of the Sites or any Licensed Content, circumvent the security features or attempt to access any materials or information through any means not purposely made available by Black & Decker through the Sites. Any attempt to interfere with or disrupt the Sites, its servers, networks, Software, equipment or database connected to the Sites, whether via malicious code, files or other means, or attempts to disassemble, reverse engineer or decompile any Software, trace the information of any other user or visitor, circumvent security features such as passwords, or take any action that compromises the privacy or security of the Sites, users or other visitors is strictly prohibited.

5. Social Media/Blogs/User Submissions

Certain more interactive portions of the Sites, such as Ratings and Review, Testimonials, blogs and other social media forums require special mention. Black & Decker insists that all statements made about it and its products be accurate, not misleading and not contain unsubstantiated statements. Black & Decker adheres to and requires that its employees, service providers and others endorsing or otherwise acting on behalf of a Black & Decker family brand on a blog or other public forum all adhere to Federal Trade Commission (FTC) rules and guidelines governing endorsements and testimonials. The FTC requires that endorsers disclose a material connection with an advertiser, his/her affiliation with Black & Decker and if incentives, free products or gifts or other compensation was received from Black & Decker. Because Your opinions may be considered an "endorsement" and You an "endorser" under the FTC's revised Endorsement and Testimonial Guide, it is important that You fully and completely understand what the FTC requires. You are responsible for complying with FTC requirements. For example, as an endorser, the FTC requires that You (i) let readers know if You received any free products or any other item of value from Black & Decker or if another material connection exists, and (ii) ensure that Your statements about and reviews of

Black & Decker products reflect Your honest opinions, beliefs and findings. If You wish to learn more, You may access the most recent revisions to the FTC's Endorsement and Testimonial Guides at <http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>. If you suspect a blogger is not making the proper disclosures please click [here](#).

Any comments, blogs, discussions, data, images, sounds, text, product ideas, suggestions or enhancements, as well as anything embedded therein, material, information or other communication You transmit, upload or post to the Sites, generally and through the public forums, or email to Black & Decker (collectively, "Communications") are non-confidential and nonproprietary and become the property of Black & Decker. Black & Decker has no obligation to preserve the confidentiality of or refrain from disclosing any Communications. You recognize and acknowledge that Your submission of any suggestions, ideas, images, sounds, enhancements, data or other material is done on a non-confidential, non-proprietary basis, without expectation of compensation or attribution of any sort. Black & Decker has no liability for and will be free to copy, disclose, distribute, incorporate and otherwise use all or any part of any Communications for any and all commercial or noncommercial purposes in any medium whatsoever and without additional consent or approval from You. Please exercise caution and discretion in disclosing personal information through, including uploading photos to, any public forums.

You are solely responsible for Your Communications and Your activities on the Sites. Although Black & Decker will not, and has no obligation to, monitor Your Communications, it has the right not to post or publish Licensed Content and/or Your Communications and to delete, remove or edit any Licensed Content and or Communications at any time in its sole discretion without notice or liability of any notice or sort. Under no circumstances is or will Black & Decker or its affiliates be liable in any way for any Communications, Your or another's use of the Sites or any Licensed Content, including but not limited to any errors or omissions in any Licensed Content, or for loss or damage of any kind incurred as a result of the use of any Licensed Content via the Sites. Product performance, capability or other claims made through public, interactive areas provided on the Sites have not undergone review, testing, or research by Black & Decker to substantiate such claims. Black & Decker cautions You not to use products for any purpose or in any manner other than as expressly set forth in the manufacturer's warranty and product user manual.

6. Access by Children

Black & Decker recognizes that parents or other adults often purchase products for family use, including use by minors. However, Black & Decker does not target or market to, and the Sites are not intended for use by, children under age 13. Black & Decker does not knowingly and will not intentionally contact or request personal information from children under the age of 13 for marketing purposes. Black & Decker will not contact children under age 13 about promotions, for marketing or any other purpose without a parent's permission, nor will it ask for more personal information than is reasonably necessary to participate in a given activity. If Black & Decker learns that a child under 13 has submitted its personal information, it will attempt to delete the information as soon as possible or seek parental consent. Upon receipt of parental consent, children under the age of 13 may access family accounts. However, the Sites does not filter ads or other material children may view through the Sites or linked sites, some of which may be inappropriate for children.

7. Indemnity

You agree to indemnify, defend, release and hold Black & Decker, its officers, directors, suppliers, service providers, co-branders or other partners, agents and employees, and those of its affiliates, harmless from all claims, demand, damages, fees and costs of any nature, including reasonable fees of attorneys and other professionals, due to or arising out of anything You submit, transmit through or upload to the Sites, Your use of the Sites, Your connection to the Sites, Your violation of these Terms of Use, Black & Decker's Standard Terms and Conditions of Sale and/or Invoice Terms and Conditions, or Your violation of any Rights. In the event You provide registration or other information that is untrue, inaccurate, fraudulent, or out of date, You agree to indemnify Black & Decker for and hold it harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against Black & Decker by any third party based upon the information You provide or Your use of the Sites.

8. Modifications to the Sites and these Terms of Use

From time to time Black & Decker may change the Licensed Content, the products and services offered, disable certain features of the Sites or expand the Sites' capability. Black & Decker also reserves the right at any time and from time to time to modify these Terms of Use, the Sites, their functionality and capabilities and/or discontinue, temporarily or permanently, the Sites (or any part thereof) with or without notice. You are responsible for regularly reviewing these Terms of Use. You agree that Black & Decker shall not be liable to You or to any third party in any way.

9. Termination

Black & Decker, in its sole discretion, may suspend or terminate Your access, registration/membership or use for any reason, but especially if Black & Decker believes that You have violated or acted inconsistently with the letter or spirit of these Terms of Use. Black & Decker may also, in its sole discretion and at any time, discontinue providing the Sites, or any part thereof, with or without notice. Black & Decker may suspend, terminate and/or bar further access to the Sites at any time without prior notice to

You. Black & Decker shall not be liable to You or any third party for any suspension or termination of Your access to or use of the Sites.

10. Links

The Sites may contain links to other internet websites or resources. When You link to those sites, You leave the Sites. Black & Decker has no control over such sites, their content and resources or the business practices or policies of operators of such sites. The privacy terms set forth in these Terms of Use do not apply to the practices of any companies or individuals operating the linked sites. Please use caution and review the privacy policies of any sites that You visit to learn more about their information-gathering practices. Black & Decker expressly disclaims all responsibility or liability for the availability or accuracy of such external sites or resources or the content thereon, does not endorse and is not responsible or liable for any advertising, products or other materials on or available from such sites or resources. The inclusion of any link on the Sites does not imply that Black & Decker endorses the linked site. Your use of any links is at Your own risk. You further acknowledge and agree that Black & Decker shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any goods, services or materials available on or through any such link, site or resource.

11. Black & Decker's Proprietary Rights

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12. Notices and Procedures for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Black & Decker.

Black & Decker respects the intellectual property of others, and asks its users and visitors to do the same. Black & Decker will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, Black & Decker will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If You believe that Your work has been copied in any way that constitutes copyright infringement, please provide all of the following information:

- a. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. a description of the copyrighted work that You claim has been infringed;
- c. a description of the material that You claim is infringing or is the subject of infringing activity, that it is to be removed or access to it disabled and information reasonably sufficient to enable Black & Decker to locate the material on the Sites;
- d. Your name, address, telephone number, email address and all other information reasonably sufficient to enable Black & Decker to contact You;

- e. a statement by You that You have a good faith belief that use of the material as described by You is not authorized by the copyright owner, its agent, or the law;
- f. a statement by You, made under penalty of perjury, that the information in Your notification is accurate and that You are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of copyright infringement should be directed to:

By mail: The Black & Decker Corporation
701 East Joppa Road
Towson, Maryland 21286
Attn: Black & Decker Webmaster

By fax: 410-847-6630

By Email: webmaster@blackanddecker.com
(Please include "Notice of Infringement" in the subject line.)

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING BLACK & DECKER THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT-RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

13. DISCLAIMERS AND LIMITATIONS OF LIABILITY

BLACK & DECKER DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF THE SITES OR LICENSED CONTENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- (A) YOUR USE OF THE SITES AND ANY PARTICULAR FEATURE IS AT YOUR SOLE RISK. THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BLACK & DECKER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, FREEDOM FROM MALICIOUS CODE, NON-INFRINGEMENT AND NONINTERFERENCE WITH YOUR USE OF ALL OR ANY PART OF THE SITES.
- (B) BLACK & DECKER MAKES NO WARRANTY (I) THAT THE SITES WILL MEET YOUR REQUIREMENTS, (II) THAT ACCESS TO THE SITES WILL BE UNINTERRUPTED OR TIMELY, THAT THEY ARE SECURE, OR THAT LICENSED CONTENT IS ACCURATE OR ERROR-FREE, (III) THAT PRODUCTS WILL BE AVAILABLE, ACCURATELY DEPICTED OR PRICED, (IV) THAT THE RESULTS OBTAINED FROM USE OF THE SITES WILL BE ACCURATE OR RELIABLE, (V) THAT THE QUALITY OF ANY PRODUCTS, THE SITES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR (OR YOUR CUSTOMER'S) EXPECTATIONS, OR (VI) THAT PRODUCTS WILL BE PROPERLY DELIVERED IN PROPER AMOUNTS.
- (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE.
- (E) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLACK & DECKER OR THROUGH OR FROM THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE OR OTHERWISE APPLICABLE PURSUANT TO YOUR PURCHASE OF BLACK & DECKER PRODUCTS.
- (F) BLACK & DECKER IS NOT LIABLE FOR ANY PRODUCT WARRANTIES NOT EXPRESSLY SET FORTH ON THE SITES OR PROVIDED WITH THE PRODUCT PACKAGING.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BLACK & DECKER SHALL NOT BE LIABLE FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BLACK & DECKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING OUT OF OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE, ACCURACY OF THE INFORMATION, PRODUCTS AND MATERIALS SHOWN OR AVAILABLE FROM THE SITES

OR ANY OTHER MATTER RELATING TO YOUR ACCESS TO OR USE OF THE SITES. IN ANY CASE, BLACK & DECKER'S SOLE LIABILITY, AND THAT OF ITS LICENSORS, SUPPLIERS AND BUSINESS PARTNERS, IS LIMITED TO FIVE DOLLARS (\$5.00). YOUR LEGAL RIGHTS WITH RESPECT TO THESE DISCLAIMERS AND WAIVERS MAY VARY FROM JURISDICTION TO JURISDICTION. WITHOUT INTENDING TO LIMIT THE FOREGOING, YOU MUST BRING ANY CLAIMS YOU MAY HAVE AGAINST BLACK & DECKER WITHIN SIX (6) MONTHS OF THE DATE THE CLAIM AROSE OR BE FOREVER BARRED. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. Notice

Notices to You may be made via either email or regular mail. Black & Decker may also provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices to You generally on the Sites. Notice or other correspondence to Black & Decker should be sent prepaid, by certified mail, return receipt requested or overnight commercial courier to:

The Black & Decker Corporation
701 East Joppa Road
Towson, Maryland 21286
Attn: Black & Decker Webmaster

15. Specific Trademark Information

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16. General Information

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17. Violations

Please report any violations of the Terms of Use to webmaster@blackanddecker.com.