

TERMS OF USE

Please read this Terms of Use agreement (the “Agreement”) carefully. Your access to or use of the Site (as defined below) constitutes your agreement to be bound by this Agreement.

This Agreement is between you (“**you**”) and Anthony Forest Products Company (“**AFP**,” “**we**,” “**us**”) concerning your access to and use of the online site currently located at <http://www.anthonyforest.com> (collectively, with all sub-domains, any successor site(s) and all Services (as defined below), collectively, the “**Site**”). Your use of the Site is governed by this Agreement regardless of how you access the Site, including through the Internet, through Wireless Access Protocol (commonly referred to as “WAP”), through a mobile network or otherwise.

1. Acceptance of Terms. The Site is made available by AFP subject to this Agreement. We reserve the right to update or make changes to this Agreement from time to time, which changes we may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the “*LAST UPDATED*” legend at the top of this Agreement. Your access to or use of the Site following changes to this Agreement will constitute your acceptance of those changes. Any changes to this Agreement shall not apply to any dispute between you and AFP arising prior to the date on which AFP posted the revised version of this Agreement incorporating such changes or otherwise notified you of such changes. When using any Services, you agree that you are subject to any additional terms and conditions posted by us that are applicable to such Services, which are hereby incorporated by reference into this Agreement.

BY ACCESSING OR USING THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify, suspend or discontinue the Site, with or without notice; charge fees or modify or waive any fees charged in connection with any portion of the Site; or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any Service, content, feature or product offered through the Site.

2. Jurisdictional Issues. The Site is controlled and operated by AFP from the United States, and is not intended to subject AFP to the laws or jurisdiction of any state, country or territory other than that of the United States. AFP neither represents nor warrants that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site’s availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time. Not all products or services described on the Site are available in all states or territories.

3. Information Submitted Through the Site. Your submission of information through the Site is governed by AFP’s Privacy Policy, which is located at <http://www.anthonyforest.com/pdfs/afp-privacy-policy.pdf> (the “**Privacy Policy**”). You agree that all information that you provide to us (including, without limitation, all contact information and other similar information submitted through the Site in connection with requests from you for information, Services, alerts and updates), is true, accurate and complete, and that you will maintain and update such information regularly.

4. Description of the Services. We provide users of the Site with access to certain content and services related to AFP and its products, which may include, without limitation: (a) information on events, products, programs and initiatives at AFP (including consumer information sheets, product warranty information, and sales terms and conditions and purchase terms and conditions for AFP goods and products); (b) services such as the Anthony Forest Products Company Powerful Solutions Lumber Span Calculator, similar calculators and related information; (c) content such as photographs, graphics, images, brochures, guides, reports, fact sheets,

videos, sounds, text, data and other similar content; and (d) support services (such information, content and services, collectively, the “**Services**”).

5. Rules of Conduct. You must comply with all applicable laws, rules and regulations while accessing or using the Site. Your use of the Site is conditioned upon your compliance with the rules set forth in this section. You must not: (a) interfere with or disrupt 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 servers or networks; (b) restrict or inhibit any other person from using the Site (including by hacking or defacing the Site); (c) license, sublicense, transfer, assign, reproduce, duplicate, copy, sell, resell, distribute, or exploit for any commercial purposes the Site or any access to or use of the Site or any materials available through the Site; (d) modify, adapt, make derivative works of, translate, reverse engineer, decompile or disassemble the Site; (e) remove any copyright, trademark or other proprietary rights notice from the Site or any materials available through the Site; (f) frame or mirror any part of the Site without AFP’s express prior written consent; (g) systematically download or store content from the Site; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather content on the Site or reproduce or circumvent the navigational structure or presentation of the Site without AFP’s express prior written consent. Notwithstanding the foregoing, AFP grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. AFP reserves the right to revoke these exceptions either generally or in specific cases. Additionally, you acknowledge and agree that you (and not AFP) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment and services needed to access and use the Site, and paying all charges related thereto.

We may terminate your use of the Site for any conduct that we consider to be inappropriate, or for your breach of this Agreement, including the Rules of Conduct set forth above (including, without limitation, if you repeatedly engage in copyright infringement via or in connection with the Site).

6. Feedback. Unless we expressly agree otherwise in writing, if you provide us with any ideas, proposals, suggestions or materials (“**Input**”), whether related to the Site, the Services or otherwise, you hereby acknowledge and agree that (a) your provision of any Input is gratuitous, unsolicited and without restriction and does not place AFP under any fiduciary or other obligation; (b) any Input is not confidential and AFP has no confidentiality obligations with respect to such Input; and (c) to the extent permitted under applicable law, any Input will become our sole property. Without limiting the foregoing, to the extent that any Input is not assignable or you retain any right, title or interest in and to any Input or any proprietary rights therein, you hereby grant to us a world-wide, royalty-free, fully paid-up, exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), adapt, modify and otherwise use and exploit such Input, in any format or media now known or hereafter developed, and you hereby represent and warrant that you have all necessary rights to grant the foregoing license. We may use Input for any purpose whatsoever without compensation to you or any other person. You are and remain responsible and liable for the content of any Input.

7. AFP’s Proprietary Rights. We and/or our licensors and suppliers own the information and materials made available through the Site. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or any information or materials made available through the Site.

Trade names, trademarks and service marks on the Site, including, without limitation, POWER SIZER, POWERFUL SOLUTIONS, POWER PINE, PRG, POWER BEAM, POWER PRODUCTS, POWER PRESERVED COLUMN, POWER PRESERVED GLULAM, POWER LOG, POWER BUILDING SYSTEM, POWER COLUMN, POWER PLANK, ANTHONY, POWER JOIST and POWER HEADER and AFP’s logo, are owned by AFP, AFP’s licensors or other respective owners. Such trade names, trademarks and service marks, whether registered or unregistered, may not be used in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as

granting, by implication, estoppel or otherwise, any license or right to use any such trade names, trademarks or service marks without the express prior written consent of the owner; provided that authorized AFP resellers, distributors and customers (“**Partners**”) may use the trade names, trademarks and service marks set forth on <http://www.anthonyforest.com/logodownload.shtml> (the “**Anthony Forest Branding**”) in accordance with the following guidelines (collectively, the “**Guidelines**”):

- a. The Anthony Forest Branding is solely the intellectual property of AFP. The terms of use are controlled by AFP and these Guidelines. AFP maintains the right, at its sole discretion, to revoke a Partner’s rights to use Anthony Forest Branding for failure to comply with AFP’s requirements.
- b. Partners may only utilize the Anthony Forest Branding to accurately identify and promote AFP products that the Partner is authorized to distribute.
- c. All use of AFP trademarks must acknowledge AFP’s ownership of the mark by displaying the proper designation. For example: _____® or _____TM. Partners must implement practices that ensure customers are aware they are interacting with the Partner – not AFP.
- d. Partners may not adopt any mark, logo, slogan or design that is similar to Anthony Forest Branding. Partners are also prohibited from altering AFP product names or Anthony Forest Branding.
- e. Partners may not use Anthony Forest Branding in a way that implies an AFP endorsement of the Partner or of a non-AFP product or service without AFP’s prior written permission.
- f. AFP may modify or revise these Guidelines at any time and for any reason.

8. Accuracy of Information; Products, Content and Specifications. We attempt to ensure that information provided on or in connection with the Site is complete, accurate and current. Despite our efforts, such information may occasionally be inaccurate, incomplete or out of date. Accordingly, we make no representation as to the completeness, accuracy or currentness of such information, including all descriptions, images, references, features, content, calculations, specifications, products and prices of products and services described or depicted on the Site. Such information is also subject to change at any time without notice. Descriptions and images of, and references to, third-party products or services available in connection with the Site do not imply AFP’s endorsement of such third-party products or services. Certain weights, calculations, measures and similar descriptions are approximate and are provided for convenience purposes only. We make reasonable efforts to accurately display the attributes of the products on our Site, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on the Site at a particular time does not imply or warrant that these products or services will be available at any time.

9. Third Party Content; Links. The Site may incorporate certain functionality that allows the routing and transmission of, and online access to, certain digital tools, communications and content made available by third parties, including social media providers (such tools, communications and content, “**Third Party Content**”). By using such functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality. The Site may provide links to other web sites and online resources that include Third Party Content. Because we do not control Third Party Content, you agree that neither AFP and nor any of its directors, officers, employees, representatives, affiliates, licensors and service providers (collectively, with AFP, the “**AFP Entities**”) are responsible or liable for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. We have no obligation to monitor Third Party Content, and we may block or disable access to any Third Party Content (in whole or part) via the Site at any time. Your access to or receipt of Third Party Content via the Site does not imply our endorsement of, or our affiliation with any provider of, such Third Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third Party Content). This Agreement does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by any of the AFP Entities with respect to any Third Party Content. **YOU AGREE THAT YOUR USE OF THIRD PARTY CONTENT IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH THIRD PARTY CONTENT.**

AFP shall have the right, at any time, to block links to the Site through technological or other means without prior notice.

10. DISCLAIMER OF WARRANTIES. THE SITE AND ANY GOODS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS OR SERVICES AVAILABLE THROUGH THE SITE. THE AFP ENTITIES DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) OBTAINED OR ACCESSIBLE THROUGH THE SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

11. LIMITATION OF LIABILITY. THE AFP ENTITIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, THE AFP ENTITIES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR FROM ANY CONTENT POSTED ON, OR SERVICES PROVIDED THROUGH, THE SITE BY AFP OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF AFP FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO AFP TO ACCESS AND USE THE SITE.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at info@anthonyforest.com with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

12. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless each of the AFP Entities from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site; (b) any violation or alleged violation of this Agreement by you; or (c) any claim that any of your Input or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party, including past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity, or violation of any right related to the foregoing.

13. Termination. This Agreement is effective until terminated. AFP may terminate your access to or use of the Site, at any time and for any reason, including if AFP believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, your right to access or 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. You agree that AFP shall not be liable to you or any third party for any termination of your access to the Site. Sections 2, 3, 5 through 15 and 18 shall survive any expiration or termination of this Agreement.

14. Governing Law; Jurisdiction. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of Arkansas without giving effect to any choice of

law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, such controversy, claim or dispute may be tried solely in a state or federal court for Union County, Arkansas, and you hereby irrevocably consent to the jurisdiction and venue of such courts.

15. Contact Us. If you have any questions regarding the meaning or application of this Agreement, please direct such questions to info@anthonyforest.com. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

16. 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 AFP does not endorse any of the products or services listed at such sites.

17. Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us by writing to Anthony Forest Products Company, 309 North Washington St. El Dorado, AR 71730; by e-mail at info@anthonyforest.com or by calling us at (870) 862-3414 or sending a fax to (870) 863-0809. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

18. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and AFP. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies and agreements referred to herein (including, without limitation, the Privacy Policy), is the entire Agreement between you and AFP relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and AFP relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in AFP's discretion. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. AFP will not be responsible for failures to fulfill any obligations due to causes beyond its control.

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