

# Website Terms & Conditions

**Last Update: September 1, 2017**

## 1. GENERAL SCOPE

The terms and conditions of use contained in this Website Usage Agreement (“Agreement”) apply to any visitor or user (“User”) of the Wolverine Advanced Materials website <http://www.wamglobal.com/> and any linked websites (collectively referred to as the “Site”) that Wolverine Advanced Materials or its companies, affiliates, and subsidiaries (collectively referred to as “Wolverine Advanced Materials” or “Company”) own and control, and to the products, services, resources, information, data, specifications, photographs, text, audio, video and other content displayed on the Site (“Site Material”). By using the Site, User accepts the terms and conditions of this Agreement, which may be updated from time to time, and acknowledges receipt of the same. The terms and conditions contained in this Agreement shall exclusively govern User’s use of the Site or any Site Material. Wolverine Advanced Materials hereby rejects any other terms and conditions that User may attempt to impose on the Company. If User does not agree with these terms and conditions, or any changes thereto, User must discontinue use of the Site immediately. The use of certain Site Material or the conduct of certain transactions on the Site may subject User to additional terms and conditions.

## 2. LIMITED LICENSE

Wolverine Advanced Materials hereby grants User a non-exclusive, non-transferable license to access, use, display, and print the Site Material solely for User’s personal, internal, non-commercial use (“Use”), except as may be otherwise provided. User shall retain all copyright, trademark, proprietary information statements, and other notices in any copy that User makes of any Site Material. User shall maintain such notices in the same form and the same manner as they appear on the Site Material or on the Site. User shall not otherwise reproduce, modify, distribute, transmit, post, or publish the Site or any Site Material for any public, commercial, or other use without Wolverine Advanced Materials’s prior written consent. In the event that User provides this Site or any Site Material to any other individual or entity, User shall first provide such other individual or entity with notice of this Agreement and obtain that individual’s or entity’s acceptance of the terms and conditions contained in this Agreement.

## 3. USER’S RISK

Use of the Site Material is done at User’s own risk. User shall be solely responsible for any damage to User’s network, software or computer system, or any loss of data, or other damage that results from the use of the Site or the Site Material.

## 4. USER RESTRICTIONS

While using the Site, User shall not transit, post, publish, distribute, or use: (a) any false, misleading, indecent, obscene, libelous, or defamatory material; (b) any form of solicitation, including but not limited to, advertising and promotional material; (c) any material that may infringe the rights of Wolverine Advanced Materials or any third party, including but not limited to intellectual property, proprietary, or privacy rights; (d) any computer virus, worm, Trojan horse, or any other harmful software; (e) any Wolverine Advanced Materials hardware or software accessible through the Site, except as the Company may otherwise authorize; or (f) any false, fraudulent, deceptive or misleading means in order to gain, or attempt to gain, unauthorized access to Wolverine Advanced Material’s computers, software, data, accounts or databases.

## 5. THIRD PARTY MATERIAL

The Site may include Site Material owned and/or operated by entities other than Wolverine Advanced Materials, as well as links to websites that such entities own or operate ("Third Party Site Material"). Wolverine Advanced Materials inclusion of Third Party Site Material on the Site is done solely for convenience, and by doing so, Wolverine Advanced Materials neither endorses any third party, nor or any Third Party Site Material. In addition, Wolverine Advanced Materials use of any Third Party Site Material does not mean, and shall not be construed to mean, that the Company is affiliated with or sponsors any entity that owns or operates any Third Party Site Material. User's access to and use of any Third Party Site Material shall be at User's own risk, and Wolverine Advanced Materials assumes no responsibility for the accuracy or reliability of any information included or found in any such Third Party Site Material. Wolverine Advanced Materials grants no rights or licenses to User in any Third Party Site Material. User agrees to defend and hold Wolverine Advanced Materials harmless from any liability that may result from User's use of any Third Party Site Material.

## 6. EXTERNAL LINKS TO THE SITE

Any individual or entity wanting to link to Wolverine Advanced Materials Site must obtain Wolverine Advanced Materials prior written consent. However, Wolverine Advanced Materials consents to links in which: (a) the link is a text only link containing only the name "Wolverine Advanced Materials "; (b) the link connects only to the home page of the Site; (c) the link, when activated, displays the Site's home page in a separate web page and not within a frame on the linked website; and (d) any aspect of the link does not create the false appearance that Wolverine Advanced Materials endorses, sponsors, or is affiliated or associated with the individual or entity providing the link; (e) do not damage, dilute, or infringe Wolverine Advanced Materials goodwill, reputation, or intellectual property rights. Wolverine Advanced Materials may revoke any consent to link at any time in its sole discretion.

## 7. INTELLECTUAL PROPERTY

This Site and the Site Materials contained therein contain Wolverine Advanced Materials intellectual property, and possibly, third party intellectual property. The Site and the Site Materials and are protected by United States and international copyright laws. Other laws and treaties may apply as well. User shall comply with all applicable laws and treaties. Except as otherwise provided in this Agreement, Wolverine Advanced Materials grants no express or implied license or right to User under any patent, trademark, copyright, trade secret, or other intellectual property right of Wolverine Advanced Materials or of any third party. "Wolverine Advanced Materials" is a trademark of Wolverine Advanced Materials. Any trademarks, trade names, service marks, logos, domain names, URLs and other intellectual property displayed in the Site or provided in any Site Material are the respective property of Wolverine Advanced Materials or third parties, and Wolverine Advanced Materials grants no right to User to use any such intellectual property.

## 8. DISCLOSURE; FORWARD-LOOKING STATEMENTS

Some Site Material may include statements that relate to the Company's future performance or projections, and can include, but are not limited to, statements regarding Wolverine Advanced Materials future financial performance, or Wolverine Advanced Materials future strategies or proposed business plans (or any other statement that comes within the meaning of the Private Securities Litigation Reform Act of 1995). User agrees that statements, which are not historical facts, including statements accompanied by words such as "anticipate," "believe," "expect," "estimate," "intend," "project," or "plan," or variations of these words, and similar expressions, are "forward-looking statements." User further agrees that such statements are only predictions about future events, that such statements are based on certain assumptions at the time the statement is made, that they are subject to a wide range of risks and uncertainties, and that actual events or results may differ materially from such predictions. User will place no reliance on any forward-looking statements on the Site. User may find in the Company's filings with the Securities and Exchange Commission, information regarding factors that might cause actual results or events to differ from projections contained in any forward-looking statement. Wolverine Advanced Materials assumes no responsibility to provide updates to forward-looking statements after the date the statements are placed on the Site.

## **9. MODIFICATION AND ACCURACY OF INFORMATION**

Wolverine Advanced Materials may periodically, in its sole discretion, modify and update the Site or any Site Material. However, Wolverine Advanced Materials may not necessarily update or modify this Site or any Site Material when errors or inaccuracies are discovered, or when new information becomes available. Wolverine Advanced Materials, therefore, assumes no responsibility for the accuracy or reliability of the Site or any Site Material. User understands that, because information may become stale or incomplete over time, User releases Wolverine Advanced Materials from any and all liability regarding such information.

## **10. PRIVACY POLICY**

The provisions contained in Wolverine Advanced Materials's Privacy Policy are incorporated herein by reference. Such provisions are deemed a part of this Agreement.

## **11. SUBMISSIONS TO THE SITE**

Any information, feedback, links, or other material that User submits to the Site ("Submissions"), will be considered nonconfidential and User grants Wolverine Advanced Materials a non-exclusive, perpetual, worldwide, royalty-free license to use the Submissions in any way that Wolverine Advanced Materials chooses, subject to Wolverine Advanced Materials's Privacy Policy. Accordingly, Wolverine Advanced Materials may, either directly or indirectly, and in its sole discretion and in any manner, reproduce, use, display, publish, transmit, distribute, adapt, modify, and create derivative works from User's Submissions. User's Submissions shall comply with all terms and conditions contained in this Agreement. Wolverine Advanced Materials may in its sole discretion, and at any time and without notice, refuse to accept, receive, use, display, publish, post, transmit, distribute, adapt, modify, or remove any Submission.

## **12. COMPLIANCE WITH APPLICABLE LAWS; EXPORT CONTROL LAWS**

The Site and the Site Material may be subject to U.S. export control laws and may also be subject to the laws of the country where User resides. User shall comply with all applicable laws, statutes, ordinances, and regulations regarding User's use of the Site. Wolverine Advanced Materials makes no representation that the Site or the Site Material is appropriate or available for use in jurisdictions outside of the United States. User shall not access or attempt to access the Site or any Site Material from any country, territory, or jurisdiction where doing so is prohibited. If User so chooses to access this site from any prohibited location, User does so at User's own risk.

## **13. GOVERNING LAW AND JURISDICTION**

This Agreement, and any issue regarding the use of the Site or any Site Material, shall be governed, construed, interpreted, and enforced under the laws of the State of Arizona, United State of America, regardless of its conflict of laws provisions. In the event of litigation pertaining to this Agreement, the exclusive forum, venue and jurisdiction shall be in the State of Arizona, County of Maricopa, unless otherwise required by law.

## **14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL WOLVERINE ADVANCED MATERIALS, ITS AFFILIATES, OR SUBSIDIARIES, BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, COSTS OF REPLACEMENT GOODS, AND LOSS OR DAMAGE OF INFORMATION OR DATA, SOFTWARE OR HARDWARE, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE, ANY SITE MATERIAL, ANY FUNCTIONS OF THE SITE, ANY WOLVERINE ADVANCED MATERIALS PRODUCT OR SERVICE, OR ANY OTHER LINKED WEBSITE, OR ANY OTHER DAMAGES RESULTING FROM THE USE OF OR RELIANCE ON THE SITE OR SITE MATERIAL, EVEN IF WOLVERINE ADVANCED MATERIALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **15. NO WARRANTY**

ALL SITE MATERIAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. WOLVERINE ADVANCED MATERIALS DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, TITLE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE INTERNATIONAL CONVENTION FOR THE SALE OF GOODS, THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT ARE EXPRESSLY DISCLAIMED. FURTHER, WOLVERINE ADVANCED MATERIALS MAKES NO WARRANTY THAT THE SITE WILL OPERATE WITHOUT INTERRUPTION, THAT THE SITE OR ANY SITE MATERIALS CONTAINED HEREIN ARE FREE FROM DEFECTS, THAT THE COMPANY WILL TIMELY CORRECT ANY INTERRUPTIONS OR DEFECTS, OR THAT THE SITE OR ANY SITE MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **16. INDEMNIFICATION**

USER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS WOLVERINE ADVANCED MATERIALS, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, DIRECTORS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES, LIABILITIES, AND COSTS, OR OTHER EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SITE OR ANY SITE MATERIAL, ANY BREACH OF THIS AGREEMENT, ANY INTELLECTUAL PROPERTY RIGHT INFRINGEMENT BY USER, AND ANY OF USER'S SUBMISSIONS TO THE SITE.

## **17. TERMINATION AND SURVIVAL**

This Agreement shall survive any termination, expiration, or discontinuation by User of this Site. Wolverine Advanced Materials reserves the right to terminate this Agreement at any time without notice.

## **18. RIGHTS OF Wolverine Advanced Materials**

In the event that User breaches any of the terms and conditions contained in this Agreement, Wolverine Advanced Materials may, without foregoing any other available rights or remedies, terminate User's current and future use of the Site and the Site Materials. Wolverine Advanced Materials's remedies are cumulative and in addition to all remedies otherwise legally available. Wolverine Advanced Materials may exercise its remedies either individually or cumulatively. Wolverine Advanced Materials's remedies shall include, but not be limited to, direct, indirect, special, punitive, incidental and consequential damages, including, without limitation, any lost profits or revenues, business interruption, costs of replacement goods, and loss or damage of information or data, software or hardware. Wolverine Advanced Materials's selection of any particular remedy, or its forbearance in exercising any remedy available to it, shall not constitute an election or waiver of any other remedy.

## **19. ENTIRE AGREEMENT**

This Agreement constitutes the entire and exclusive understanding and agreement between Wolverine Advanced Materials and User.

## **20. AGREEMENT BINDING**

This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of User.

## **21. NON-WAIVER**

Wolverine Advanced Materials's failure to either enforce at any time any provision contained in this Agreement or to exercise any right, privilege, or legal remedy, shall not be deemed a waiver of such provisions or right, remedy, or privilege

## **22. SEVERABILITY**

In the event that any provision of this Agreement may be invalid, unlawful or incapable of being enforced by a rule of law or public policy, all other provisions shall, nonetheless, remain in full force and effect.

## **23. SECTION HEADINGS**

Section headings are for the convenience only and shall not be used to construe or interpret the terms and conditions contained herein.