

# **GROUPE SEB USA TERMS OF USE**

**Last Updated:** June 1<sup>st</sup> 2021

These Terms of Use govern your access to and use of <https://www.rowentausa.com/> and all related websites and online applications operated by Groupe SEB USA (“Groupe SEB USA,” “we,” “us,” or “our”) that link to or incorporate these Terms of Use (collectively, the “Services”). These Terms of Use also apply to your access to and use of any content, functionality, features, and services offered on or through the Services, whether as a guest or registered user.

Please read these Terms of Use carefully before you start to use the Services. By accessing, browsing, or otherwise using the Services, you acknowledge that you have read, understand, and agree to be bound by these Terms of Use. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE REFRAIN FROM USING THE SERVICES.**

## **THESE TERMS OF USE MAY CHANGE**

Groupe SEB USA may, at any time, modify these Terms of Use in our sole discretion, in whole or in part. All changes are effective immediately when we post the revised Terms of Use on our Services. Your continued use of the Services thereafter will constitute agreement with such modifications to the Terms of Use. If you do not wish to be bound by any new or modified terms, you must cease all use of the Services and, if you are a registered user, terminate your account. The date on which these Terms of Use were last updated is shown in the “Last Updated” legend at the beginning of these Terms of Use.

## **PRIVACY POLICY**

In addition to these Terms of Use, Groupe SEB USA has established a Privacy Policy (available at <https://www.rowentausa.com/privacy-policy>). Our Privacy Policy constitutes a part of these Terms of Use and explains how we collect, use, and disclose information about you. By accessing or using the Services, you also signify your agreement to our Privacy Policy.

## **USER ACCOUNTS, SECURITY, AND PASSWORDS**

Portions of our Services are available for public viewing and use. However, some parts of the Services are only available if you register through the creation of an account. When creating an account on our Services, it is a condition of your use of the Services that all information you provide about yourself is complete, current, and accurate and that you do not provide information that attempts to impersonate another individual. You can review our information collection and use policies with respect to the privacy of your information in our Privacy Policy (available at <https://www.rowentausa.com/privacy-policy>).

If you choose, or we provide you with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal

to you and agree not to provide any other person with access to this Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any suspected or actual unauthorized use of your account or user information, and any and all other security breaches.

We implement reasonable security measures to safeguard our Services. Nevertheless, you must be aware that existing security measures for computer systems on the internet are not entirely trustworthy and that, therefore, we cannot guarantee the non-existence of viruses or any other elements that may cause alterations to your computer systems (hardware and software) or to your data and files contained in your systems.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion, including if in our opinion, you have violated any provision of these Terms of Use.

## **ELECTRONIC COMMUNICATIONS**

We may use your information to send you electronic messaging (e.g., email, text messaging, etc.) or other wireless devices multimedia messaging services (“MMS”) or short message services (“SMS”) communications to perform our services or to inform you of news, events and other information relevant to us (“Mobile Services”). Messages and data rates may apply for any SMS, MMS, and other electronic communication. For example, you may be charged a fee by your wireless carrier to send and receive messages based on the terms of your wireless device service plan. We are not responsible for any wireless, e-mail, or text messaging charges incurred by you or by a person that has access to your wireless device, telephone number or e-mail address. Mobile carriers are not liable for delayed or undelivered messages. Check with your wireless device service provider if you have questions about your service plan.

To opt out of text messages, reply STOP to the message you received or reply HELP to receive instructions on how to contact our customer service. If you have authorized the delivery of such messages, contact at the Contact Us link at the end of these Terms if you later change or deactivate your phone number.

## **INTELLECTUAL PROPERTY RIGHTS**

Ownership. Unless indicated otherwise, the Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (“Content”) are owned by Groupe SEB USA, its sister companies or affiliates, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property, or proprietary rights law.

Intellectual Property. The trademarks used in connection with Groupe SEB USA’s business and/or displayed on the Services are owned by Groupe SEB USA or its sister companies, affiliates, or licensors and are protected by U.S. and international trademark laws. These trademarks include, among others, our logos/designs, marks, and slogans. You may not use or

register, or otherwise claim rights in any such trademark, including as or as part of any trademark, service mark, company name, trade name, username or domain registration. The contents of the Services, including the text, photographs, videos, and other audiovisual materials, are also protected under U.S. copyright laws and various international laws and treaties. Any unauthorized use of such intellectual property is strictly prohibited. The trademarks or copyrights may only be used with Groupe SEB USA's express written permission, and we may revoke permission to use the trademarks or copyrights at any time.

## **PERMITTED USES**

The Terms of Use permit you to use the Services and its Content only for your personal use. You must not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- As expressly authorized by us in writing;
- You may temporarily store files that are automatically cached by your web browser for display enhancement purposes;
- Your computer may temporarily store copies of such materials in random access memory ("RAM") incidental to your accessing and viewing the Content;
- You may print or download one copy of a reasonable number of pages of the Services for your own personal use, and not for further reproduction, publication, or distribution;
- You may download or print or share content from this Services or social media features or take such actions as are enabled by such features, provided you link or refer to our original content;
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal use, provided you agree to be bound by our end user license agreement for such applications.
- You must not modify copies of any materials from our Services; use any illustrations, photographs, video, audio sequences, or any graphics separately from the accompanying text; or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Services. In addition, you must not access or use any part of our Services, or materials available through the Services for commercial purposes.

If you wish to make any use of the materials on the Services other than that set forth in this Section, please address your request to one of the following addresses:

E-mail: [intellectualproperty@groupeseb.com](mailto:intellectualproperty@groupeseb.com)

Mail: Attention: Customer Service  
Groupe SEB USA  
5 Wood Hollow Rd. - 2nd Floor  
Parsippany, NJ 07054

## **YOUR CONTENT**

Certain features of our Services may allow you to post, upload, transmit, or submit certain materials, content, information or ideas (“Your Content”) to Groupe SEB USA or other users and persons, including but not limited to your product reviews.

Your Grant of License to Groupe SEB USA for Your Content. Except for your user information required to be provided in connection with your account, we do not ask for, nor do we wish to receive any confidential, secret, or proprietary information from you through the Services, by e-mail or in any other way. By posting, uploading, transmitting, submitting or otherwise making available Your Content to us through the Services, you:

- Represent and warrant that Your Content is original to you, that you own or otherwise control all rights in Your Content, or that you have the rights necessary to grant to use the license to Your Content, and that Your Content does not violate any rights, including the rights of privacy, of any party and does not otherwise violate the law.
- Grant to us and our affiliates a world-wide, non-exclusive, fully paid-up, royalty-free, unrestricted, perpetual, irrevocable, fully transferable, assignable and fully sub-licensable right and license, to copy, reproduce, edit, modify, distribute, transmit, translate, display, perform, publish, sell, adapt, create derivative works from, and otherwise use Your Content, for any purpose that we may choose, in our sole discretion, and through any means or media, whether now existing or subsequently developed, and without any compensation to you or any third party (it being understood that the foregoing shall include the right to exploit any and all intellectual property or proprietary rights in Your Content including, without limitation, rights protected under applicable copyright, trademark, trade secret, patent and other laws throughout the world). **IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS PARAGRAPH, DO NOT SHARE, SUBMIT OR POST YOUR CONTENT ON OR THROUGH OUR SERVICES.**

Our Rights. With respect to Your Content, we maintain the right to:

- Remove or refuse to display or otherwise distribute any of Your Content for any or no reason in our sole discretion.
- Take any action with respect to Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that Your Content violates the Terms of Use,

infringes the intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Groupe SEB USA.

- Disclose your identity or other information about you to any third party who claims that material submitted by you violates their rights, including their intellectual property rights or their right to privacy.
- Cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone submitting any materials on or through the Services.

We do not undertake to review all materials before they are submitted on the Services or distributed by other means, and cannot ensure prompt removal of objectionable material after it has been submitted or distributed. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

Content Standards. The following content standards apply to any and all of Your Content provided on or in connection with the Services. Your Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Furthermore, Your Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, discriminatory, violent, hateful, inflammatory, or otherwise objectionable.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Involve commercial activities or sales, such as contests sweepstakes, and other sales promotions, barter, or advertising.

You understand and acknowledge that you are responsible for Your Content and you, not Groupe SEB USA, have full responsibility for such content including its legality, reliability, accuracy, and appropriateness.

## **RESTRICTIONS ON USE**

You warrant and agree that, while accessing or using the Services, you will not use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- Impersonate or attempt to impersonate Groupe SEB USA, a Groupe SEB USA employee, or any other person or entity affiliated with Groupe SEB USA, such as by using e-mail addresses from our Services.
- Transmit or insert into any part of the Services your own or a third party's advertising, branding, or promotional content, including junk email, bulk email (also known as "spam"), chain letters, surveys or contests, solicit participation in any pyramid scheme, or otherwise make unsolicited offers or proposals to other users.
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or that, as determined by us, may harm Groupe SEB USA or our users, or expose them to liability.
- Perform any acts that may damage our image, interests, or rights.
- Disrupt, interfere with, disable, impair, overburden, violate the security of, or attempt to gain unauthorized access to, the Services, its services, the server on which the Services is stored, or any server, computing device, or computer network connected to the Services.
- Upload, transmit, distribute, or run any computer virus, worm, trojan horse, malware, spyware, time bomb, logic bomb, or any computer code that could damage or alter a computing device, computer network, communication network, data, the Services, or any other system, device, or property.
- Access, use, or modify any data, information, or other materials not intentionally made available or accessible to you by Groupe SEB USA.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- License, sublicense, assign, convey, or transfer any rights granted hereunder.
- Access or use the Services for any purpose other than as expressly permitted under these Terms of Use.
- Encourage or enable any other individual to do any of the foregoing.

## **TERMINATION**

If we believe you have violated these Terms of Use, including by providing any other individual or entity with access to the Services or its services in violation of the Terms of Use, we may immediately suspend or terminate your right to use the Services, without prior notice to you. You have the right to cancel your account at any time.

Survival. The following sections will continue to apply after you have stopped using or accessing the Services: “Warranty Disclaimers”; “Limitation of Liability”; “Indemnification”; “Dispute Resolution”; “Notice”; “Governing Law and Jurisdiction”; and “Miscellaneous.”

## **LINKS AND LINKING TO THE SERVICES**

Links to Other Websites. The Services contains links to websites of third parties not affiliated with us, including, without limitation, links to third-party vendors or retailers to purchase products or services featured on the Services. The inclusion of any link to such third-party websites does not imply endorsement by us of those sites, and we do not accept any responsibility for any third-party website linked to or from this Services. We have not reviewed all of the websites linked to the Services and we are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Services. Following any link to any other off-site page or third-party website is at your own, sole risk. These Terms of Use do not address the policies or practices of any third-party websites, and you should review the terms of service and privacy policies governing such websites before using them, as you are solely responsible for complying with such terms and conditions and privacy policies. You acknowledge and agree that we are not responsible or liable for the accuracy; collection, use, disclosure, or protection of information; copyright compliance; legality; decency; or any other aspect of third-party owned websites on online applications linked from the Services or the content displayed on or through them.

Linking to Our Services. Any linking to the Services from a third-party website requires our prior written authorization. You may not frame the content of our Services or use metatags or any other “hidden text” that incorporates our trademarks or our name without our express written consent. A request to link to the Services or use Groupe SEB USA’s name should be directed to [intellectualproperty@groupeseb.com](mailto:intellectualproperty@groupeseb.com)

## **DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) TAKE-DOWN PROCEDURES**

Compliance with the DMCA. If you believe that any materials on our Services violate your copyright, please follow the instructions below to send us a notice of copyright infringement. Groupe SEB USA may remove or disable access to material on our Services that is claimed to be infringing, in which case we will make a good-faith attempt to contact the person who submitted the affected material so that they may make a counter notification, also in accordance with the DMCA.

Filing a Notice of Infringing Material Under the DMCA. If you believe that materials accessible on or from this Services infringe your copyright, you may request removal of those materials by submitting written notification to our copyright agent as designated below. As set forth by Section 512(c)(3) of the DMCA, your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Services are covered by a single notification, a representative list of such works at that Services;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- 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
- 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.

Please be aware that Section 512(f) of the DMCA may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Our designated copyright agent to receive DMCA Notices is:

ATTN: Customer Service Department  
Groupe SEB USA  
5 Wood Hollow Rd. - 2nd Floor  
Parsippany, NJ 07054  
Phone: 1-800-255-2523  
Email: [intellectualproperty@groupeseb.com](mailto:intellectualproperty@groupeseb.com)

### **RELIANCE ON INFORMATION POSTED**

The information presented on or through our Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Our materials may be out of date at any given time. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.



## **THIRD-PARTY SERVICES**

Your access to or use of the Services may involve interaction with or use of third-party services, websites, information, advertising, products, content, data, tools, materials, software, intellectual property rights, or other tangible or intangible items owned or controlled by third parties, such as third-party social media providers who provide you with a means to hear from Groupe SEB USA on their platforms (“Third-Party Services”).

These Terms of Use do not address the policies or practices of these providers, owners, or controllers of the Third-Party Services (“Third-Party Providers”) and do not grant you any rights in or to any Third-Party Services. Your access to and use of any Third-Party Services and the provision of the Third-Party Services to you are governed by your separate agreement with such Third-Party Providers (including their own terms of service and privacy policies), and not these Terms of Use. You should review the terms of service and privacy policies governing the Third-Party Services before using them, and you are solely responsible for complying with those terms and conditions.

## **GEOGRAPHIC RESTRICTIONS**

Groupe SEB USA provides the Services for use only by persons located in the United States. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with United States federal, state, and local laws. Please consult our [Privacy Policy](#) for more information.

## **AGE RESTRICTIONS**

The Services is intended for use by persons who are thirteen (13) years of age or older.

## **ONLINE PURCHASES**

All purchases through our Services or other transactions for the sale of goods or services formed through the Services, or resulting from visits made by you, are governed by our Terms and Conditions of Sales.

## **NOTICE**

All notices under this Agreement (“Notices”) shall be in writing. Groupe SEB USA shall direct any Notices to you at (a) the mailing address or e-mail address that you most recently provided to Groupe SEB USA; or (b) a publicly-listed address for you. Unless otherwise stated in these Terms, you shall direct any Notices to “Groupe SEB USA, Attention: Customer Service” at one of the following addresses:

Mail: Groupe SEB USA  
5 Wood Hollow Rd. - 2nd Floor  
Parsippany, NJ 07054

Contact <https://www.rowentausa.com/contact>  
Form:

## WARRANTY DISCLAIMERS

Site Materials Disclaimer. We do not guarantee the accuracy, timeliness, correctness, completeness, or fitness for a particular purpose of the Services or any Content on the Services. To the extent permitted by applicable law, we also do not warrant or represent that the Services and/or the content thereon is error-free or reliable or that use of the Services and/or the Services' Content will not infringe rights of third parties. ALL MATERIALS, INFORMATION, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOUR USE OF THE SERVICES AND THE CONTENT ACCESSED ON OR THROUGH THE SERVICES IS ENTIRELY AT YOUR OWN RISK AND IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY AND COMPLETENESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GROUPE SEB USA AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, GUARANTEES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE INFORMATION AND MATERIALS CONTAINED ON THE SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, AVAILABILITY, DATA SECURITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Site Availability Disclaimer. YOU UNDERSTAND THAT GROUPE SEB USA DOES NOT GUARANTEE THAT IT WILL CONTINUE TO MAKE THE SERVICES AVAILABLE TO YOU, WHETHER BY THE SAME METHODS CURRENTLY USED OR OTHERWISE. GROUPE SEB USA MAY DISCONTINUE PROVIDING THE SERVICES TO YOU AT ANY TIME. YOU AGREE NOT TO HOLD GROUPE SEB USA LIABLE FOR ANY DAMAGES ARISING FROM A DISCONTINUATION OR MODIFICATION OF ALL OR PART OF THE SERVICES. WE ARE UNDER NO DUTY TO MAKE THE SERVICES AVAILABLE, AND WE WILL NOT BE LIABLE FOR ANY REASON IF THE SERVICES IS UNAVAILABLE, TOTALLY OR PARTIALLY, AT ANY TIME OR FOR ANY PERIOD.

Site Security Disclaimer. You acknowledge that the Services is connected with the Internet and that your use shall be wholly at your own risk. GROUPE SEB USA DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, DISRUPTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION OR ADVERSE INCIDENT. GROUPE SEB USA DISCLAIMS ANY LIABILITY RELATING THERETO.

Please note that some jurisdictions may not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. Please check your local laws for any restrictions or limitations regarding the exclusion of warranties.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GROUPE SEB USA, ITS EMPLOYEES, DIRECTORS, OFFICERS, PARTNERS, AFFILIATES, PARENT COMPANY, DISTRIBUTORS, AGENTS OR CONTRIBUTORS (COLLECTIVELY THE “INDEMNIFIED PARTIES”) TO THIS SERVICES BE LIABLE FOR ANY LOSS OR INJURY, OR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR OTHERWISE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ARISING FROM OR RELATING TO THIS TERMS OF USE. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS AGAINST THE INDEMNIFIED PARTIES. You agree that the limitations set forth above are fundamental elements of this Terms of Use, and that the Services and its materials would not be provided to you absent such limitations.

If, notwithstanding the other provisions of these Terms of Use, is the Indemnified Parties are found to be liable to you for any damages or losses arising out of your use of, access to or inability to use the Services or any material provided or otherwise supplied by us or any third party, our liability shall in no event exceed US \$100.00.

Please note that some jurisdictions do not allow the exclusion or limitations of liability or may place limitations on our ability to limit our liability to you, so the foregoing limitation may not apply to you, in which case the liability of the Indemnified Parties shall be limited to the fullest extent permitted by law.

## **INDEMNIFICATION**

You agree to indemnify and hold harmless Groupe SEB USA (and its Indemnified Parties) from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and costs) arising out of or related to the following:

- Your violation of these Terms of Use, including your breach of the representations and warranties.
- Your use of the Services (i) other than as expressly authorized in these Terms of Use; (ii) in violation of any rights of Groupe SEB USA or any Third Party Providers or Third Party Services, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights; or (iii) in violation of any applicable law, rule, or regulation.

- User-generated content provided by you that either you or Groupe SEB USA has published through the Services.
- Your use of any information obtained from the Services.

You agree to cooperate as fully as reasonably required in the defense of any such claim or action. Groupe SEB USA reserves the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **DISPUTE RESOLUTION**

PLEASE READ THIS SECTION CAREFULLY. AS WE DESCRIBE BELOW, IT (i) LIMITS YOUR ABILITY TO LITIGATE CERTAIN CLAIMS IN COURT; (ii) LIMITS YOUR ABILITY TO COMBINE CLAIMS AND TO BRING CLAIMS THROUGH CLASS ACTIONS; AND (iii) LIMITS YOUR ACCESS TO A JURY TRIAL. Using or accessing the Services constitutes your acceptance of this arbitration provision.

Arbitration. To the extent permitted by applicable law, you agree that any claim, dispute or controversy of any kind, regardless of the type of claim or legal theory or remedy (“Claim”) by either you or us against the other arising from, relating to or in any way concerning your use of the Services, these Terms of Use, our [Privacy Policy](#) and all matters relating to your access to, and/or use of, the Services, at the demand of either party, be resolved by confidential binding arbitration. Arbitration includes but is not limited to:

- Claims relating to the enforceability or interpretation of any of these arbitration provisions;
- Claims by you, and also Claims made on your behalf or connected with you, such as an employee, representative, agent, predecessor, successor, heir, assignee, or trustee in bankruptcy;
- Claims that relate directly to us, and/or to our parent, subsidiaries, affiliates, successors, assignees, employees, and agents; or
- Claims asserted as part of a class action, it being expressly understood and agreed to that the arbitration of such Claims must proceed on an individual (non-class and non-representative) basis and the arbitrator may award relief only on an individual (non-class and non-representative) basis.

YOU AND WE AGREE THAT NO CLASS ACTION, CONSOLIDATED ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTIONS BE PURSUED IN COURT. BY ACCEPTING THIS ARBITRATION PROVISION, YOU AGREE TO WAIVE THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR CONSOLIDATED ARBITRATION IN ANY MATTER ENCOMPASSED BY THIS ARBITRATION PROVISION TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Notice. The party seeking relief under these Terms of Use must first notify the other party of the Claim in writing at least 60 days in advance of initiating any action. Notices to Groupe SEB USA must be sent to one of the following addresses:

Mail:       Attention: Customer Service  
              Groupe SEB USA  
              5 Wood Hollow Rd. - 2nd Floor  
              Parsippany, NJ 07054

Contact    <https://www.rowentausa.com/contact>  
Form:

The Notice must include your name, address, and contact information, the facts giving rise to the Claim, and the relief requested. We may direct any Notices to you at the mailing address or e-mail address that you most recently provided to us. You and we will use reasonable efforts to resolve any Claim through informal negotiation within 60 days from the date the Notice of Claim is sent.

Administration of Arbitration. If any dispute is not resolved by informal negotiation, any claim, dispute, or controversy will be, at the demand of either party, conducted exclusively by binding arbitration governed by the Federal Arbitration Act (“FAA”), and not state law. **YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.** Instead, all disputes will be resolved on an individual basis before a single, neutral arbitrator and the proceeding will be confidential. The arbitrator will be either a lawyer admitted to practice law in his or her jurisdiction and with at least ten years’ experience or a retired or former judge selected in accordance with the rules of the American Arbitration Association (the “AAA”). The arbitrator is bound by the terms of this provision, and the arbitration will be governed by the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes of the AAA. For more information, see <https://www.adr.org> or call 1-800-778-7879. All arbitration proceedings will be conducted in English, and the United States FAA will govern the interpretation, enforcement, and proceedings pursuant to this binding arbitration provision. The arbitration shall be conducted in Essex County, New Jersey or in the county (or parish) in which you reside. The award will be confidential and only disclosed as is necessary to obtain judgment or as otherwise required by law. You and we further agree that a judgment may be entered upon the award by any court having jurisdiction. The arbitration award will determine the rights and obligations between the named parties only, and only in respect to the claims in arbitration, and will not have any bearing on the rights and obligations of any other dispute. In the event of a conflict between the Arbitration Rules and this provision, this arbitration provision will govern.

Costs. To the extent allowed by law, in any action or proceeding to enforce rights under these Terms of Use, Groupe SEB USA will be entitled to recover costs and attorneys’ fees if it substantially prevails. The parties will otherwise separately pay their own attorneys’ fees and

costs unless there is a governing statutory provision that requires the prevailing party to be paid attorneys' fees and expenses.

Severability. If any term or section of this provision is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or section of this arbitration provision and will be eliminated to the minimum extent necessary. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the other provisions of these Terms of Use; provided, however, that (i) if the prohibition on class-wide arbitration is deemed invalid, then this entire arbitration provision will be null and void; and (ii) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the arbitration provision will be null and void as to such claims only. This arbitration agreement will survive the termination or cancellation of this agreement. In the event of a conflict between this arbitration agreement and any other applicable arbitration provision, this arbitration agreement will control.

CLASS ACTION WAIVER. Each of us expressly agrees that any dispute or controversy arising out of or relating to these Terms of Use, your use of or inability to use the Services or its Content must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of us expressly agrees to waive any ability to maintain any Class Action in any forum raising a Claim covered by this section. Notwithstanding any other provision of these Terms of Use to the contrary, any Claim, dispute, or controversy alleging that all or part of the Class Action waiver contained in this section is invalid, illegal, unenforceable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

WAIVER OF JURY TRIAL. UNLESS APPLICABLE STATE LAW REQUIRES THE APPLICATION OF THE LAW OF THAT OR SOME OTHER STATE, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THESE TERMS OF USE OR FROM SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES). IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL GOVERNED BY THE LAWS SET FORTH IN THE "GOVERNING LAW AND JURISDICTION" SECTION BELOW, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.

Exceptions. Notwithstanding the foregoing, either party may bring an individual action in small claims court. It also does not preclude either parties from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration of such relief to the maximum extent permitted by law, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state or local regulatory agencies.

To the extent that a dispute is not resolved in arbitration or small claims court, the parties agree that such dispute shall be resolved in state or federal court in Essex County, New Jersey, and the parties consent to exclusive jurisdiction and venue in such courts.

## **GOVERNING LAW AND JURISDICTION**

The enforceability and interpretation of the “Dispute Resolution” section will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended (the “Federal Arbitration Act”), including its procedural provisions. Unless applicable state law requires the application of the law of that or some other state, these Terms of Use will be governed by and construed in accordance with the laws of the United States and the State of New Jersey without giving effect to any choice or conflict of law provision or rule that would cause laws of another jurisdiction to apply.

## **MISCELLANEOUS**

Entire Agreement. These Terms of Use, which incorporate our Privacy Policy, constitute the entire agreement between you and Groupe SEB USA with respect to the Services. These Terms of Use supersede all prior or contemporaneous communications and proposals regarding the Services, including prior versions of these Terms of Use.

No Waiver. Groupe SEB USA’s failure to enforce, or our delay in enforcing, any provision of these Terms of Use will not constitute a waiver of such right. Any waiver must be in writing and signed by both parties in order to be legally binding.

Severability. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the terms shall remain in full force and effect. Headings in these Terms of Use are for reference only and do not define, limit, construe, or describe the scope or extent of such section. Capitalized words shall have the meaning provided in these Terms of Use, Privacy Policy or other policies applicable to the Services.

Assignment. You may not assign or transfer your rights or obligations under these Terms of Use without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.

Third-Party Beneficiaries. These Terms of Use are for the benefit of you and Groupe SEB USA only, and only you and Groupe SEB USA may enforce it. You and Groupe SEB USA do not intend for these Terms of Use to confer any right or benefit on any third party.

## **CONTACT**

Questions, comments and requests regarding these Terms of Use are welcomed and should be addressed to:

Contact <https://www.rowentausa.com/contact>  
Form:

Mail: Attention: Customer Service  
Groupe SEB USA  
5 Wood Hollow Rd. - 2nd Floor  
Parsippany, NJ 07054