

# Terms Of Use

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## **Welcome to Whirlpool Central!**

These Terms of Use (“Terms” or the “Agreement”) apply to your use of this website, any associated mobile sites, services, applications, or platforms (“Platform”), which is operated in order to provide users with access, via registration, to certain information, tools, and resources regarding Whirlpool appliances and programs. Please review these Terms carefully, as they affect your legal rights. Your use of the Platform constitutes your agreement and acceptance of the Agreement. If at any time you do not accept the Agreement, stop using the Platform. As used in these Terms, “Whirlpool,” “us,” “our,” or “we” refers to Whirlpool Canada LP which owns and operates the Platform. “You” and “Your” mean the user(s) of the Platform.

## **Copyrights, Trademarks, and Patents**

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We grant you permission to use the Platform and its contents for its intended purpose only.

## **User Content**

The Platform may enable you and others to submit reviews, ratings, comments, photos, videos, or other content and create quotations or other marketing materials (“User Content”). You acknowledge that you are solely responsible for your User Content, your User Content is not confidential or proprietary to you, and others may access or use your User Content. We retain sole discretion to remove any User Content from our Platform for any reason.

You will not submit User Content that may cause injury to any person or entity; is false or misleading; infringes any third party’s copyright, patent, trademark, trade secret or other proprietary rights; violates anyone’s rights to privacy or publicity; violates any law or regulation; includes content or links to content that could be considered defamatory, libelous, knowingly false, fraudulent, indecent, violent, obscene, profane, hateful, racially or religiously biased, threatening, or harassing; is inconsistent with the safe and proper use of any Whirlpool product or service; or promotes commercial activities and/or sales without our prior written consent.

YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM, YOUR USER CONTENT, OTHERS' USER CONTENT THAT YOU CHOOSE TO USE, AND ANY CONSEQUENCES THEREOF.

## **Accounts**

You are required to register for an account to access certain Platform services or content. Your username and password are for your use only, and you are responsible for maintaining their confidentiality. You are also responsible for keeping your account information, including disclosure of your employer, up to date. You agree to accept responsibility for all activities that occur under your account. We reserve the right, in our sole discretion, to terminate or suspend your account for any reason.

We may share your account information (including your name, e-mail address and relevant account usage details) with your employer.

## **Permitted Uses**

You may use the Platform or your Account only in compliance with these Terms and all applicable laws. You may not use the Platform in any manner that could harm Whirlpool, its affiliates, its brands, or any person or property. In addition, you must not:

1. violate or attempt to violate the security of the Platform;
2. access Platform data that is not intended for you;
3. log on to a server or account which you are not authorized to access;
4. probe or test the vulnerability of the Platform, our servers, or our network;
5. attempt to interfere with network service, including through viruses, overloading, or crashing of network equipment;
6. take any action that imposes, or may impose, an unreasonably large load on our servers;
7. forge any data or communications;
8. impersonate any third party, Whirlpool, or a Whirlpool employee, or send unauthorized communications on our behalf;
9. reverse engineer, decompile or disassemble any software or portion of the Platform or use automated systems to scrape, harvest, copy or monitor any Platform content; or
10. attempt to bypass or circumvent any technology or measures we use (or that is used on our behalf) to protect, prevent or restrict access to the Platform.

## **Third-Party Services**

The Platform may have links to or integrate with third-party websites or services ("Third-Party Services"). Use of a Third-Party Service is subject to the third party's terms, conditions, and

privacy policies, which may differ from ours, and the integration may enable the collection of data or information by the third party subject to its privacy policy. We do not make any representations about, and are not responsible for, products, services, or material of Third-Party Services, even if a particular third party is affiliated with us.

### **Website and Content Subject to Change**

While we try to maintain an error-free Platform, we do not guarantee that the Platform content is complete, current, or error-free (including content related to product availability, specifications, features, or prices). If we discover errors, we will make reasonable efforts to correct them. In some cases, product measurements and descriptions are approximate and provided only for ease of explanation or convenience. We try to display product colors as accurately as possible, but colors may appear differently on your screen.

### **Warranty Disclaimer & Limitation of Liability**

THE PLATFORM – INCLUDING ALL OF ITS CONTENTS, INFORMATION, AND THE MANNER BY WHICH IT OPERATES – IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM, CONTENT, AND ANY PRODUCTS OR THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ANY WARRANTIES REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF ANY INFORMATION OR CONTENT CONTAINED ON THE PLATFORM OR THE AVAILABILITY OF ANY PRODUCT OR RESULTS THAT YOU MAY OBTAIN THROUGH THE PLATFORM.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF WHIRLPOOL, ITS HEIRS, SURVIVORS, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, PREDECESSORS IN INTERESTS, SUCCESSORS, ASSIGNS, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AS WELL AS EACH AFFILIATED ENTITY’S LICENSORS, SUPPLIERS AND SERVICE PROVIDERS.

WHIRLPOOL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED YOUR USE OF OR INABILITY TO USE THE PLATFORM, ITS CONTENT, OR FROM ANY PRODUCTS OR THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST PROFITS, LOSS OF DATA, LOSS OF PRIVACY OR SECURITY, OR UNAUTHORIZED ACCESS

TO OR USE OF THE PLATFORM OR USER CONTENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND EVEN IF WHIRLPOOL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, WHIRLPOOL WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM OR FROM ANY PRODUCTS OR THIRD-PARTY SERVICES. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE ALSO MADE ON BEHALF OF THE AFFILIATED ENTITIES.

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

### **Indemnity**

You agree to defend, indemnify and hold harmless Whirlpool and the Affiliated Entities against all claims, damages, losses, and expenses (including attorneys' fees) arising out of: (1) your use of, or activities in connection with, the Platform (including all User Content); and (2) any violation or alleged violation of this Agreement by you.

### **Geographic Scope**

The Platform is intended for use within Canada. Claims about our products or services are limited to Canada, unless otherwise disclosed. The Platform is intended to promote solely products that are sold in Canada. We do not represent or warrant that the Platform is appropriate or available for use outside of Canada.

### **Our Communications To You**

We may communicate with you electronically, including by posting notices on the Platform or by responding to your e-mails. You agree that all agreements, notices, disclosures or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Governing Law**

This Agreement is and shall be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to its principles of conflicts of law, and regardless of your location.

## **Severability**

If any provision of this Agreement is held unenforceable, that provision shall be considered amended in a manner that eliminates the unenforceability, and all other provisions shall remain effective as originally written.

## **Changes**

From time to time, we may change these Terms. We reserve the right to make these changes without notice, though we will update the "Last Updated" line at the beginning of these Terms after each revision. You are responsible for regularly reviewing these Terms, and your continued use of the Platform following any changes indicates your acceptance of those changes.

## **Contact Us**

If you have any questions regarding these Terms, contact us by e-mail at [whirlpoolcentral@whirlpool.com](mailto:whirlpoolcentral@whirlpool.com)