

KOLO™ Central Web-Based Application Terms & Conditions and Privacy Policy

The below sets forth the terms and conditions and privacy policy for using Georgia-Pacific Consumer Products LP's ("GP") KOLO™ Central Web-Based Application ("Web App") as part of GP's KOLO™ Smart Monitoring System and/or as a standalone application (collectively, the "KOLO™ System"). By using the Web App, you acknowledge and agree that you are the age of 18 or over, you have reviewed these terms and conditions (the "Agreement"), and you, for yourself and on behalf of your employer (collectively "You" or "Your"), agree to comply with this Agreement.

IF AT ANY TIME YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS HEREIN, YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE WEB APP.

- Use of Web App.** You agree to use the Web App only in connection with the KOLO™ System and your internal business operations. Use of the Web App for personal or other purposes unrelated to the KOLO™ System and your internal business operations is strictly prohibited. You are responsible for maintaining the confidentiality of Your password and account. You are also responsible for all activities that occur under Your account. You agree to notify GP immediately of any unauthorized use of Your account. You warrant, acknowledge, and agree that You are the owner of (or have permission to reproduce) the images and pictures provided by You for use in the Web App.
- Data Ownership; Usage.** By using the Web App, You may receive and input information and data through the Web App (collectively, "Data"). GP shall own all Data and any intellectual property resulting from such Data. GP may use such Data for any lawful purpose including, without limitation, internal business purposes, use to improve GP's products and services, use in GP marketing initiatives and written marketing materials for promoting the GP products and services, disclosure, publication, and/or sale to third parties such as distributors and public disclosure of such Data in aggregate form. GP also has the right to use (or allow its service providers and/or their affiliates to use) analytics to identify statistical patterns and evaluate the performance of marketing campaigns using the Data in aggregate form. GP and/or its service providers (and their affiliates) may extract information from the Data and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. Notwithstanding the foregoing, GP will not publicly disclose any Data in a manner that explicitly identifies You or Your employer without first obtaining written consent from You or Your employer, as applicable, for such disclosure.
- Disclaimer of Warranties; Limitation of Liability.** GP disclaims all warranties with respect to the Web App and the Data, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. As the Web App relies upon internet or cellular connection that GP does not control, GP cannot and does not provide any representation or warranty that the Web App or the Data will be available on an uninterrupted, secure, or error-free basis. GP makes no representation or warranty regarding the quality, accuracy, timeliness, completeness, or reliability of the Data and You acknowledge and agree that You are relying upon such Data at Your own risk. In no event shall GP be liable to You with respect to any subject matter of this Agreement, under any legal or equitable theory, for any consequential, exemplary, punitive, incidental, indirect, or special damages, or for any loss of profits or loss of goodwill or lost data, whether or not GP has been advised of the possibility of such damages or costs. In no event shall GP's liability to you exceed the total amount paid by You to GP, if any, for accessing the Web App.
- Indemnification.** You agree to indemnify and hold GP, its officers, directors, employees, affiliates, parents, successors, and assigns harmless against all losses, damages, fines, penalties, or expenses in whatever form or nature, including attorney's fees and costs, whether direct or indirect, that arise or result from, in whole or in part, from Your breach of this Agreement.

5. **Privacy Policy.** Please review the Georgia-Pacific Privacy Notice to learn about GP's practices regarding the collection, use, disclosure, and protection of personal information. By using the Web App, You agree to the terms of the [Georgia-Pacific Privacy Notice](#).
6. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to any conflict of laws rules. GP and You hereby submit to exclusive jurisdiction and venue in the appropriate state or federal court residing in Fulton County, Georgia. In any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect. Failure to either party to insist upon the strict performance of any covenant, term, or condition of this Agreement, or to exercise any right or remedy due to a breach, shall not constitute a waiver of any breach or subsequent breach of this Agreement. Except as stated herein, this Agreement may not be enlarged, modified, or amended except in writing signed by the parties.
7. **Modification; Termination of the Web App.** GP may, in its sole direction, modify, suspend, or terminate the Web App and/or Your account at any time for any reason with or without notice to You. If Your account or the Web App are cancelled or terminated, You will no longer be authorized to use the Web App, but You will still be bound by Your obligations under this Agreement. GP shall not be liable to You or any third party for any modification, suspension, or termination of the Web App or Your access to the Web App.
8. **Modification of this Agreement.** GP reserves the right, in its sole discretion, to change this Agreement and/or Georgia-Pacific Privacy Notice at any time. GP will endeavor to provide notice of any material change to this Agreement or the Georgia-Pacific Privacy Notice through the Web App, but whether or not it provides such notice, Your continued use of the Web App constitutes Your agreement to be bound by any changes to this Agreement and the Georgia-Pacific Privacy Notice.