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Terms of Use

Last updated June 18, 2018

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As part of the registration process, you will be asked to select a username and password. We may reject, or require that you change, any username, password or other information that you provide to us in registering, including if such information impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You are entirely responsible for maintaining the confidentiality of your user name and password and such username and password are for your personal use only. You agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by visiting www.kichler.com and immediately notify us of the problem by sending us an e-mail through the Contact Us section or by calling Customer Care at 866.558.5706. You are entirely responsible for any and all activities that are conducted through your account (including Purchases (as defined below), as applicable) whether or not authorized by you.

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full-screen and not within a "frame" on the linking site; (iv) the appearance, position and other attributes of the link may not imply that you or any related organizations or entities are endorsed or sponsored by, affiliated with, or associated with us; (v) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our names and trademarks; (vi) the linked site may not contain content that could be construed as distasteful, offensive or controversial or that is not appropriate for all age, racial, religious and other groups protected by law; and (vii) we reserve the right to revoke our consent to the link at any time in our sole discretion and you will remove the link immediately upon our request. By linking your Web site to ours, you are agreeing to be bound by these Terms.

Limitation of Liability

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Governing Law; and Arbitration

These Terms are governed by, and shall be construed in accordance with, the laws of the State of New York and the United States of America (including federal arbitration law), without reference to any choice of law rules under New York law, and regardless of your location.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND KICHLER, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT KICHLER AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as amended by these Terms. The Consumer Arbitration Rules are available online at <https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2021425&revision=latestreleased>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person

hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

Termination

These Terms are effective until terminated. Kichler, in its sole discretion, may terminate or suspend your access to or use of the Site, at any time and for any reason, including if Kichler believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination or suspension, your right to use the Site will immediately cease. You agree that any termination or suspension of your access to or use of the Site may be effected without prior notice, and that, upon such termination or suspension, Kichler may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that Kichler and the Affiliated Entities shall not be liable to you or any third party for any termination or suspension of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination or suspension. The "Information Submitted Through the Site," "Intellectual Property," "Registration," "Permitted and Prohibited Uses" (solely with respect to the prohibitions set forth therein); "Forums; Submissions and Public Communication," "Making Purchases," "Disclaimer of Warranties," "Third-Party Materials; and Links from this Web Site," "Limitation of Liability," "Governing Law; and Arbitration," "Termination," "Violations; and Indemnity," "Claims of Copyright Infringement," "Jurisdictional Issues," "Feedback; and Questions," "Important Note to New Jersey Consumers" and "Miscellaneous" sections will survive any termination of these Terms.

Violations; and Indemnity

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including termination, suspension or blocking of your access to this Web Site. Our failure to enforce any provision of these Terms will not constitute a waiver of such provision or of our legal or equitable rights. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless us and the Affiliated Entities from and against any and all damages, claims, liabilities, judgments, losses, awards, costs, expenses and fees (including attorneys' fees), arising out of or related to (i) your violation or alleged violation of these Terms; (ii) any allegation that any materials you submit to us or transmit to the Site (including any Submissions) infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your access to or use of, or activities in connection with, the Site (including any Content or Software).

Notice for California Users

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: If you are a California resident and have a question or complaint regarding the Site, please visit www.kichler.com and send an e-mail through the Contact Us section. You may also contact us by writing to Kichler Lighting, 7711 East Pleasant Valley Road, P.O. Box 318010, Cleveland, Ohio 44131-8010, USA, Attention: Customer Care, or by calling us at 866.558.5706. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Kichler infringe your copyright (for example, materials posted by Kichler on one of our Forums), you (or your agent) may send us a notice by mail or e-mail requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed by someone against you, the DMCA permits you to send Kichler a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to

[Insert Representative's Name or Title (Should Confirm to Agent Designation With U.S. Copyright Office)] as follows: By mail to [Address]; and by e-mail to [E-Mail Address]. [Insert Representative's Name or Title]'s phone number is [Phone Number]. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

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 from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Kichler does not endorse any of the products or services listed at such site.

Jurisdictional Issues

The Site is controlled or operated (or both) from the United States, and is not intended to subject Kichler to any non-U.S. jurisdiction or law. The Site is solely directed to individuals residing in the United States. We make no representation that the Site, including any Content or Software, is appropriate or available for use in other non-U.S. locations. Those who choose to access the Site from such other locations do so on their own initiative and at their own risk, and are responsible for compliance with all applicable local laws, rules and regulations in doing so. The supply of goods and services through the Site is further subject to United States export control and economic sanctions requirements. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods or services through the Site (a) if you are in, under the control of, or a national or resident of, Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or placed any other export restriction; or (b) if you are on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders or any other U.S. government lists of restricted end users; or (c) if you intend to supply the acquired goods or services to anyone who is subject to the foregoing restrictions. By downloading or using any such goods or services (including any Software), you represent and warrant that you are not located in, under the control of, or a national or resident of any

such country or on any such list, and/or intend to supply such goods or services to anyone who is subject to such restrictions. We reserve the right to limit the availability of the Site and/or the provision of any service, program, film or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service, program, film or other product that we provide.

Investment Information

The information contained on the Site may not be current and should not be used or relied on for any decision to invest in, purchase, retain, sell or otherwise transfer the stock of our parent company, Masco Corporation, or for any related purpose. Masco Corporation is a publicly held Delaware Corporation and files quarterly and annual reports with the United States Securities and Exchange Commission in Washington, D.C. ("SEC").

Forward-Looking Statements

The information contained on the Site may not be current and should not be used or relied on for any decision to invest in, purchase, retain, sell or otherwise transfer the stock of our parent company, Masco Corporation, or for any related purpose. Masco Corporation is a publicly held Delaware Corporation and files quarterly and annual reports with the SEC.

Statements in any news release of Kichler contained on the Site or communicated orally or in writing that concern us or our management and that are not historical facts are "Forward-Looking Statements." Forward-Looking Statements include, without limitation, statements that (a) include the words "believes," "expects," "anticipates," "estimates" or words of similar importance or meaning with reference to us or our management; (b) are specifically identified as forward-looking; (c) describe any of our plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of our markets or customers or our expected liquidity and capital resources. Forward-Looking Statements are only predictions involving important factors and risks that may cause actual results to differ materially from those discussed in any Forward-Looking Statement. Those important factors and risks include, without limitation, economic, competitive, governmental and technological factors affecting our operations, markets, products, services and prices. Important factors and risks are described in our parent company's (Masco Corporation's) current annual report filed with the SEC, and may be detailed from time to time in additional reports and other filings of Masco Corporation filed with

the SEC. Copies of the most recent reports and other filings of Masco Corporation can be accessed through the SEC EDGAR system located at www.sec.gov or may be obtained at no charge from Masco Corporation. Kichler expressly disclaims any obligation or responsibility to update or revise or supplement any Forward-Looking Statement in any news release or generally to any extent.

Feedback; and Questions

We welcome questions, comments and other feedback about this Terms of Use, the Web Site and about our Products, including ideas, proposals, suggestions or other materials ("Feedback"). However, please be aware that, whether related to the Site or otherwise, such Feedback will be deemed a Submission hereunder, and you hereby acknowledge and agree that we will treat all such Feedback as non-confidential and we may reproduce, use, disclose and distribute such Feedback without notice or obligation to you. You further acknowledge and agree that your provision of such Feedback is gratuitous, unsolicited and without restrictions, and does not place us under any fiduciary or other obligation. If you have any questions or comments, please send an e-mail through the Contact Us section of www.kichler.com and send an e-mail through the Contact Us section.

Important Note to New Jersey Consumers

If you are a consumer residing in New Jersey, the following provisions of these Terms do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) the disclaimer of liability for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act); (b) the limitations of liability for lost profits or loss or misuse of any data (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) application of the limitations of liability to the recovery of damages that arise under contract and tort, including negligence, strict liability or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act); (d) the requirement that you indemnify Kichler and its Affiliated Entities (for example, to the extent the scope of such indemnity

is prohibited under New Jersey law); and (e) the New York governing law provision (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law).

Miscellaneous

These Terms may be supplemented by additional terms posted at other locations on this Site, but these Terms will supersede in the event of a conflict with such additional terms. These Terms and such additional terms constitute our entire agreement with you regarding your use of this Web Site, and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and Kichler relating to such subject matter. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. All terms defined in the singular shall have the same meaning when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in these Terms shall be construed as if followed by the phrase "without limitation." The invalidity of any term, condition or provision of these Terms of Use shall not affect the enforceability of those portions deemed enforceable by applicable courts of law. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Kichler. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in Kichler's discretion. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Kichler will not be responsible for failures to fulfill any obligations due to causes beyond its control.

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