

Celgard maintains this site (the "Site") for your personal entertainment, information, education, and communication. You may download material displayed on the Site for non-commercial, personal use only, provided you also retain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, modify, transmit, reuse, report, or use the contents of the Site, including the text, technical papers, images, audio, and video, for public or commercial purposes, without the written permission of Celgard.

Your access and use of the Site is also subject to the following 'Terms and Conditions' and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms and Conditions and acknowledge that any other agreement between you and Celgard with regard to the subject matter hereof are superseded and of no force or effect.

### **Terms and Conditions of Website Use**

You should assume that everything you see or read on the Site is copyrighted, unless otherwise noted, and may not be used without the written permission of Celgard, except as provided in these Terms and Conditions or in the text on the Site. Celgard neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with Celgard.

1. While Celgard uses reasonable efforts to include accurate and up-to-date information on the Site, Celgard makes no warranties or representations as to its accuracy, timeliness, or completeness. Celgard assumes no liability or responsibility for any errors or omissions in the content on the Site.
2. Your use and browsing of the Site is at your risk. Neither Celgard nor any party involved in creating, producing, or delivering the Site or any of the material or information contained in the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Site. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. Celgard also assumes no responsibility for and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.
3. Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like will be conclusively presumed to be, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by Celgard or its affiliates for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, Celgard is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information.
4. Images of people or places displayed on the Site are either the property of, or used with permission by, Celgard. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.
5. All trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site, are registered and unregistered Trademarks of Celgard or an affiliate of Celgard. Nothing contained on the Site or in these Terms and Conditions should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without written permission of Celgard or such third party that may own the Trademarks displayed on the Site. Your misuse of the Trademarks displayed on the Site, or any other content on the Site is strictly prohibited. You are also advised that Celgard will aggressively enforce its intellectual property rights to the fullest extent of the law, possibly including the seeking of criminal prosecution.
6. Celgard has not reviewed all of the sites linked to the Site now or in the future and is not responsible for the contents of any off-site pages or any other sites linked to the Site. Your following of any links to any other off-site pages or other sites is at your own risk.

7. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Celgard will fully cooperate with any law enforcement authorities or court order requesting or directing Celgard to disclose the identity of anyone posting any such information or materials.
8. Celgard may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

### **Celgard and Your Privacy**

We respect your right to privacy. We also want to present information on Celgard-Online that is tailored to the needs of our visitors. For this reason, we may ask you to register or to provide personal information when you visit certain areas of Celgard-Online, download document files, subscribe to a newsletter if available, purchase products or subscribe to product updates. At this time, purchases from Celgard-Online are only available to Buyers pre-approved by Celgard.

We will use the personal information you share with us to ensure that the content, services, product offering and/or advertising that we provide on Celgard-Online are tailored to your current and future needs. If you provide Celgard with your mailing address or telephone number Celgard and its partners may use this information for development or commercial purposes or possibly to alert you to product upgrades, special offers, updated information, and new products or services. If you provide your e-mail address, Celgard may contact you via e-mail as well. If you do not want Celgard or our partners to contact you, you may opt out when you provide personal information, reply to e-mail notifications with the word "REMOVE" in the title block, or contact Celgard directly with the contact information below. Celgard does not currently sell or rent personal information or e-mail addresses to third parties not affiliated with Celgard.

You can help Celgard maintain the accuracy of your personal information by notifying us when you change your address, title, phone number, or e-mail address. If at any time you wish to update your information or stop receiving communication from Celgard, or our affiliates, contact Celgard by e-mail at [celgardcommunications@celgard.com](mailto:celgardcommunications@celgard.com) or by postal mail at:

Celgard, LLC  
11430 North Community House Rd., Suite 350  
Charlotte, NC 28277  
Attn: General Counsel

If this site contains links to other sites, Celgard is not responsible for the privacy practices or content of such Web sites. Celgard may occasionally update this policy. Notice of revisions will be posted here.