

TERMS AND CONDITIONS OF USE

SPECTRUM BRANDS HOLDINGS, INC. TERMS OF USE
Last Updated on May 24, 2013

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1.1. Use of Site. Conditioned upon, and subject to, your strict compliance with the Terms of Use, Spectrum grants you a personal, non-exclusive, non-transferable, limited license to enter and use the Site to view information, use the Services and for other purposes expressly permitted by Spectrum in writing on the Site.

You agree not to enter or use the Site for any purpose that is prohibited by the Terms of Use or is otherwise unlawful. You further agree to comply with all applicable U.S. laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of the Site. Spectrum may, in its sole discretion, terminate or suspend your entry to, and/or use of, the Site, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that (a) if your authorization to enter the Site is terminated, you will not thereafter enter, or attempt to enter, the Site, directly or indirectly, and (b) if your authorization to enter the Site is suspended, you will not thereafter enter, or attempt to enter, the Site, directly or indirectly, until your suspension is removed and Spectrum gives you express notice thereof.

1.2. Information Provided. If you provide any information to us, you agree to provide only true, accurate, current and complete information. Use of this Site is governed by our Privacy Policy which we encourage you to review by clicking on the hypertext link located at the bottom of this website. Spectrum's use of personal information that may be submitted by children to this Site is governed by the Privacy Policy.

1.3. Use of Content. You may print or copy any information (including but not limited to third party advertisements) displayed or transmitted on the Site (collectively, "Content") that you are authorized to access, solely for informational and non-commercial, personal use; provided that you (a) do not remove any title, trademark, copyright and/or restricted rights notices contained on such Content, and (b) strictly comply with the provisions of the Terms of Use including, without limitation, Section 1.4 below.

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2.0 General.

2.1 Account and Password.

If we issue an account to use the Services to you (an "Account"), we will also issue a username and/or initial password for such Account to you (each user of the Service that is issued an Account shall be referred to herein as a "Registered User"). The portions of the Site available to the general public and to Registered Users may vary. You may not be able to access all features or use all Services on the Site if you do not become a Registered User. You may not authorize any third party to enter and/or use your Account on their behalf. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. If, notwithstanding the foregoing obligation, you allow another party to use your username and/or password to access your Account, you will be responsible for all use by the party using your Account. You agree to (a) immediately notify Spectrum of any unauthorized use of your password or any other breach of security, and (b) ensure that you exit from your Account at the end of each session.

2.2 Submissions and User Generated Content.

2.1. The Site may contain bulletin boards, chat groups, forums and other interactive areas that allow users to express their opinions and post information and/or other materials (collectively, "User Generated Content"). We do not monitor all of the User Generated Content posted or transmitted by users and third party information providers. You may have the opportunity to answer surveys, ratings and questions posted on the Site by Spectrum's contractor. If you choose to respond, you will actually answer the survey, ratings and questions on the contractor's site and will be subject to the contractor's terms and conditions of use when you submit your responses. The contractor's terms of use can be accessed by clicking the designated link on this website.

2.2. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the third party and not of Spectrum. Spectrum does not represent or endorse the accuracy or reliability of any User Generated Content displayed, uploaded, or distributed on the Site by any third party. You acknowledge that any reliance upon any such third party User Generated Content is at your sole risk.

2.3. Spectrum may, in its sole discretion, edit and/or remove any User Generated Content you submit to the Site. Without limiting the generality of the foregoing, Spectrum may edit or remove any User Generated Content you submit to the Site that Spectrum, in its sole discretion, deems abusive, defamatory, obscene, unlawful, or otherwise unacceptable, and you waive any moral rights you may have with respect to changes in the User Generated Content. We are not responsible for maintaining your posted User Generated Content and we may, in our sole discretion, delete or destroy it at any time with no liability or obligation to you.

2.4. You are solely responsible for any User Generated Content you submit to the Site. We shall not be liable for the use or misuse of any information or data, including personal information, that is included in your posted User Generated Content.

2.5. By submitting User Generated Content to the Site, you hereby grant to Spectrum, its affiliates and related entities, a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, exploit, modify, archive, store, reproduce, adapt, publish, translate, create derivative works from, distribute, perform and display all such User Generated Content in any form, media, software or technology of any kind now existing or developed in the future. You further grant Spectrum, its affiliates, related entities, licensees and assignees the right to use your name and any other information about you that you provide in connection with any such use of the User Generated Content. You understand and agree that visitors to the Site may use your User Generated Content in accordance with these Terms of Use. User Generated Content submitted by you to this Site can be used according to these Terms of Use without compensation or acknowledgement to you.

3. User Generated Content Limitations.

3.1. You agree not to post User Generated Content that:

- i) contains vulgar, profane, abusive or hateful language, epithets or slurs, text or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature, or expressions of bigotry, racism, discrimination or hate; or
- ii) is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity; or
- iii) violates or infringes any right of Spectrum or any third party, including without limitation any privacy, trademark, copyright or other intellectual property right, or will otherwise cause injury to any third party, or
- iv) discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law; or
- v) violates any municipal, state or federal law, rule, regulation or ordinance, or attempts to encourage evasion or violation thereof; or
- vi) unfairly interferes with any third party's uninterrupted use and enjoyment of the Site; or
- vii) advertises, promotes or offers to trade any goods or services, except in areas specifically designated for such purpose; or
- viii) contains copyrighted or other proprietary material of any kind on the Site without the express permission of the owner of that material; or
- ix) includes or transmits viruses or other harmful, disruptive or destructive files; or
- x) disrupts, interferes with, or otherwise harms or violates the security of the Site, or any Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Site or affiliated or linked sites; or
- xi) "flames" any individual or entity (e.g., sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual), or repeats prior posting of the same

message under multiple threads or subjects; or
xii) otherwise violates these Terms of Use.

3.2. Any User Generated Content posted by you or others will be deemed not to be confidential or secret. You understand that personal and other information (e.g., username, e-mail address, phone number) that you post on our Site is generally accessible to, and may be collected and used by others, and may result in unsolicited messages or other contact from others. To protect your safety, please use your best judgment when posting information. We particularly discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you.

4. Linking and Third Party Dealings.

4.1. Links to External Sites. Spectrum may provide hyperlinks to other web sites and Internet resources operated by parties other than Spectrum. Spectrum has no control over such sites and resources or their privacy policies or terms of use and Spectrum's policies and terms no longer govern. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

4.2. Linking to the Site. Subject to the further provisions of this Section 4, Spectrum welcomes links to the Site from other web sites. However, if Spectrum demands that you not link to the Site, or any portion of the Site, you agree that you will not, directly or indirectly, link to the Site or such portion of the Site as directed in our demand, at any time after such demand is made.

5. Intellectual Property.

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6. Policy, Notices and Procedures Regarding Claims of Copyright Infringement.

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By Mail: Spectrum Brands Holdings, Inc.
Legal/IP Division
Copyright Agent
601 Rayovac Drive
Madison, WI 53711

By Fax: (608) 278-6643

By Email: copyright.noi@spectrumbrands.com

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10. Modifications to the Site. For the avoidance of doubt, Spectrum may modify, suspend, discontinue and/or restrict the use of all or any portion of the Site including, without limitation, the Services and Content, at any time for any reason (or for no reason) and without notice or liability.

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The Terms of Use shall be deemed to be agreed to by you in Lake Forest, California. The Terms of Use, and all matters arising out of or relating to the Terms of Use, shall be governed by the laws of the State of California and the United States, without giving effect to the conflict of law provisions thereof and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to exclusive jurisdiction and venue in the federal courts sitting in Orange County, California unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the state courts sitting in Orange County, California. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You agree that any cause of action that you may desire to bring arising out of or related to the Terms of Use must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

12. General Provisions. If any provision of the Terms of Use is declared or found to be illegal, unenforceable or void, then the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of the Terms of Use shall remain in full force and effect. No right or remedy conferred by the Terms of Use is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. Spectrum may provide notice to you relating to the Terms of Use by sending an e-mail to your last known e-mail address, if any, your last known postal address, if any, or posting a notice on the Site, and any such notice shall be deemed given and received on the earlier of the day it is sent to you or the day it is posted on the Site. A printed version of the Terms of Use and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Spectrum to insist upon or enforce strict performance by you of any provision of the Terms of Use shall not be construed as a waiver of any provision or right. If Spectrum brings any suit against you to enforce the Terms of Use or otherwise in connection with your use and/or enter of the Site, you agree that if Spectrum prevails in such suit Spectrum shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms of Use.

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This site may contain forward-looking statements which may involve risks and uncertainties. Actual results may differ from these statements as a result of changes in external competitive market factors, unanticipated changes in the company's industry, or economy in general, as well as various other factors, including those discussed herein and those set forth in Spectrum's most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission. The stock price performance shown on the stock quotes on Spectrum's website is not necessarily indicative of future price performance.