

WEBSITE TERMS OF USE

Last Updated: November 10, 2022

WD-40 Company Limited is a company registered in England and Wales under company number 01755958, with its registered office at 252 Upper Third Street, Milton Keynes, United Kingdom, MK9 1DZ and with VAT number 844274910.

These Terms of Use (the “Agreement”) govern your use of this website, associated sites linked to such website, and applications (“Websites”) owned by and/or operated by WD-40 Company or its subsidiaries and affiliates (collectively, “WD-40 Company,” “we,” or “us”). This Agreement also governs services offered by WD-40 Company (“Services”). This Agreement provides information about your use of the Websites and the Services, outlined below, and may be amended from time to time. By using the Websites and the Services, you agree to the terms and conditions of this Agreement and have read and understood the [WD-40 Privacy Statement](#) (“Privacy Statement”).

Applicable to US residents only: please note this Agreement contains a Binding Arbitration provision. For more information about the Binding Arbitration provision and how to opt out, please see Section 8 below.

1. Using the Websites and Services.

- (a) Applicable to US residents only: Children’s Online Privacy Protection Act. The Websites and Services are not directed to children under the age of 13. You must be 13 years of age or older to use the Websites and Services. By registering for any of the Websites or Services, you represent and warrant that you are 13 years of age or older. In accordance with the Children’s Online Privacy Protection Act (“COPPA”), we do not knowingly collect or store any personal information, even in aggregate, about children under the age of 13. If we discover we have received any information from a child under the age of 13, we will delete that information immediately. If you believe that we have any information from or about anyone under the age of 13, please email us in accordance with Section 16.
- (b) Third-Party Applications. The Websites are integrated with third-party applications, websites, and services (“Third-Party Applications”) to make available content, products, and/or services to you. These Third-Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third-Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that WD-40 Company does not endorse and is not responsible or liable for the behavior, features, or content of any Third-Party Application or for any transaction you may enter into with the provider of any such Third-Party Applications.

- (c) Privacy Statement. Please review our Privacy Statement. Our Privacy Statement explains how we treat your personal data and protect your privacy including your right to opt out of certain communications, when you use our Websites and Services. By accessing or using any part of the Websites or the Services, you understand that your data will be held or used in accordance with WD-40 Company's Privacy Statement.

2. Your Account.

- (a) User Registration. Some Websites provide you with the option to become a registered user, which may provide you with access to certain portions of the Websites and Services. To become a registered user, you must be over the age of 18 and must create an account with WD-40 Company through the online registration process on the Websites. In creating an account, you must provide WD-40 Company with accurate and complete registration information, as prompted in the registration form. You must promptly notify WD-40 Company if any of this information changes. If you fail to provide or update this information, WD-40 Company may terminate your right to use the Websites. If you register under automated means or under false or fraudulent pretenses, your account will be deleted by WD-40 Company.
- (b) Passwords. When you open your account, you will be asked to choose a password. Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all uses of your username and password on the Websites. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.
- (c) Termination of Your Account. WD-40 Company may, in its sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, terminate your account or your access to the Websites or Services, with or without cause. Such reasons may include, without limitation: (i) your breach of any part of this Agreement, (ii) your violation of the rights of any third party; or (iii) your account becoming inactive for an extended period of time. You may terminate your profile or your account for any reason at any time by providing notice to WD-40 Company of your intention to do so by contacting us in accordance with Section 16. If your account is terminated, WD-40 Company may, in its sole discretion, delete any comments, website, files, graphics or other content or materials relating to your use of the Websites or Services on WD-40 Company's servers or otherwise in its possession or control. Following termination, you may not be permitted to use the Websites or the Services without first obtaining WD-40 Company's express written consent. If your account or your access to the Websites or Services is terminated, WD-40 Company reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Websites or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider.

3. **Intellectual Property Rights.**

(a) **Our Content.**

- (i). **Ownership and Use.** WD-40 Company retains ownership of all its patent, copyright (including in both published and unpublished works, registrations and applications therefor), trade secret and rights in know-how, copyright, trademark, business domain names, designs, and other proprietary and intellectual property rights recognized in any jurisdiction worldwide, including moral rights (“Intellectual Property Rights”). You do not obtain any Intellectual Property Rights therein by virtue of this Agreement or use of the Services and Websites. You have no right to use, copy, display, perform, publish, create derivative works from, create new works or abstracts from, distribute, have distributed, transmit, or sublicense materials or content available on the Websites or through the Services, except as expressly set forth in this Agreement.
- (ii). **Limited License to Multimedia Content.** Subject to our prior written approval and discretion, WD-40 Company will grant you a limited license to use the multimedia images made available through the Websites, but only if you will use such content solely for comment, news reporting, teaching, K-12 classroom use, scholarship, or research.
- (iii). **Linking and Framing.** You may not use any WD-40 Company logo or other of its marks as part of the link without express written permission. However, you may create a plain text hyperlink to WD-40 Company's Websites provided that neither you nor the link portrays WD-40 Company or any of its products and services in a false or disparaging manner or suggests sponsorship, affiliation or endorsement by or with WD-40 Company. WD-40 Company may revoke this permission at any time for any reason upon notice to you, and you must immediately cease such unpermitted conduct. You may not “frame,” inline link, or similarly display or enclose any WD-40 Company marks, logos, trade dress, content or property, including, without limitation, the Websites.

(b) **Your Content.**

- (i). **Ownership and Use.** Except for the material described in Section 3(b)(ii), to which we will obtain ownership, WD-40 Company will not acquire an ownership interest in the materials you post, input or submit to the Websites but will acquire the non-exclusive licenses as set forth in Section 3(b). If you think somebody is violating your copyrights or other intellectual property rights and want to notify us, please follow the instructions in Section 3. We respond to notices of alleged intellectual property rights infringement and may terminate accounts of infringers, and for users in the U.S, our process for reporting copyright infringement shall be consistent with the process set out in

the U.S. Digital Millennium Copyright Act (“DMCA”), as further described in Section 3(d).

- (ii). Submissions. You agree that any comments, ideas, suggestions, testimonials, photographs, audio, videos, product reviews, product uses and potential uses, product ideas, feedback, end user content, promotion entries, or other information referring or relating to you, the Website, the Services, our products, or any other content that we identify as relevant to our business interests (collectively, “Submissions”), provided by you to WD-40 Company either directly, on the Websites, through the Services or on social media, are non-confidential to you and shall become by virtue of the transmission to us, to the Websites, or to the Services, the sole property of WD-40 Company, and you hereby assign to WD-40 Company all right, title and interest therein and to the same, including, without limitation, any and all intellectual property rights therein (“Submission Rights”), without compensation or acknowledgement of any kind. WD-40 Company owns all Submission Rights and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose (commercial, marketing, or otherwise) without acknowledgment or compensation to you. You also agree to execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the assignments contemplated hereby.
- (iii). License. Except as set forth in Section 3(b)(ii), any content you post, store, or transmit on or to the Websites, you hereby: (i) grant WD-40 Company, and represent and warrant that you have the right to grant, a perpetual, worldwide, non-exclusive, royalty-free, fully paid up, transferable, sublicensable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose, commercial, advertising, or otherwise, and (ii) agree that such content is subject to being rejected, or deleted without notice or explanation to you.
- (iv). Limitations. You may not post, submit or transmit any content that: (i) is libelous, defamatory or slanderous; (ii) incites, encourages or threatens immediate physical harm against another; (iii) incites a terrorist offence, solicits any person to participate in terrorist activities, provides instruction on any method or technique for committing a terrorist offence or threatens to commit a terrorist offence; (iv) violates or infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any party; (v) disrupts, interferes, or damages the security or use of the Services, the Websites, or any website

linked to the Websites (including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology); (vi) engage in any activity that interferes with any third party's ability to use or enjoy the Websites or Services; or (vii) violates any applicable law, regulation, or rule.

- (v). User Content. WD-40 Company is not and will not be liable for any damage or harm resulting from any of the Websites users' content or your interactions with other users of the Websites. You are solely responsible for your interactions with other users of the Websites and any content that you post.
- (c) Removal of Content. WD-40 Company respects the intellectual property rights of others and expects its users to do the same. WD-40 Company may remove content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, WD-40 Company, in its sole and absolute discretion, may terminate the accounts of users who infringe the intellectual property rights of others. If you wish to make a complaint or report any content on our Website, please email copyrights@wd40.com.
- (d) Digital Millennium Copyright Act. The Section 3(d) applies if you are a US resident only. If you believe that a user of the Websites or the Services has infringed your intellectual property rights, please notify WD-40 Company's Copyright Agent, and provide the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right; (b) an identification of the intellectual property claimed to have been infringed; (c) a detailed description of the material that you claim is infringing, so that we may locate it, including the URL where the infringing material appears; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property right's owner, its agent, or the law; and, (f) a statement by you, made under penalty of perjury, that the foregoing information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

WD-40 Company's Copyright Agent is and can be reached at:

Copyright Agent
WD-40 Company
9715 Businesspark Avenue
San Diego, CA 92131
Phone: 619-275-1400
Email: copyrights@wd40.com

4. Representations and Warranties.

Each party represents and warrants to the other party: (i) that it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations or rules, and (iii) this Agreement constitutes legal, valid and binding obligations of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions, except that: (a) such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, affecting creditors' rights and remedies generally, and (b) the remedies of specific performance and injunctive and other forms of equitable relief may be subject to equitable defense and to the discretion of the court before which any proceeding therefore may be brought.

5. Indemnification.

You agree to indemnify and hold WD-40 Company and its employees, representatives, agents, attorneys, affiliates, directors, officers, managers and shareholders (the “Indemnified Parties”) harmless from any damage, loss, cost or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“Claim”) brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this Agreement by you or, (ii) arising from, related to, or connected with your use of the Websites or the Services. If you are obligated to provide indemnification pursuant to this provision, WD-40 Company may, in its sole and absolute discretion, control the defense, settlement and disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without the consent of WD-40 Company. Some jurisdictions do not permit indemnities from consumers, so this provision may not apply to you.

6. DISCLAIMER OF WARRANTIES.

a) Unless you are a consumer resident in the United Kingdom or the European Union, then the following terms apply to you:

WD-40 COMPANY PROVIDES THE WEBSITES AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. WD-40 COMPANY DOES NOT REPRESENT OR WARRANT THAT THE WEBSITES OR SERVICES OR THEIR USE (REGARDLESS OF HOW YOU INTERACT WITH US — ONLINE, MOBILE OR IN ANY OTHER MANNER): (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE, DEVICE OR SOFTWARE YOU USE. WD-40 COMPANY MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

b) If you are a consumer resident in the United Kingdom or the European Union, then the following terms apply to you:

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE, OR ANY CONTENT ON ANY OF THE SITE, WILL ALWAYS BE AVAILABLE OR BE UNINTERRUPTED. ACCESS TO THE SITE IS PERMITTED ON A TEMPORARY BASIS. THE CONTENT ON OUR SITE IS PROVIDED FOR GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO AMOUNT TO ADVICE ON WHICH YOU SHOULD RELY.

NOTHING IN THESE TERMS AFFECTS YOUR STATUTORY RIGHTS AS A CONSUMER. ADVICE ABOUT YOUR STATUTORY RIGHTS IN THE UNITED KINGDOM OR EUROPEAN UNION IS AVAILABLE FROM YOUR LOCAL CITIZENS' ADVICE BUREAU OR TRADING STANDARDS OFFICE.

7. LIMITATION OF LIABILITY.

a) Unless you are a consumer resident in the United Kingdom or the European Union, then the following terms apply to you:

IN NO EVENT SHALL WD-40 COMPANY, INCLUDING ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, MANAGERS, OFFICERS, DIRECTORS, OR AGENTS (THE "WD-40 PARTIES"), BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY ECONOMIC, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF THE WEBSITES OR SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF FORESEEABLE OR EVEN IF THE WD-40 PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE WD-40 PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES OR TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE WD-40 PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES IN CONNECTION WITH THIS AGREEMENT, THE WEBSITES, OR THE SERVICES EXCEED FIVE HUNDRED DOLLARS (USD\$500).

b) If you are a consumer resident in the United Kingdom or the European Union, then the following terms apply to you:

NOTHING IN THESE TERMS EXCLUDES OR LIMITS OUR LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (C) ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL FOR US TO EXCLUDE OR RESTRICT OUR LIABILITY.

IF WE FAIL TO COMPLY WITH THESE TERMS, WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF IT WAS AN OBVIOUS CONSEQUENCE OF OUR BREACH OR IF IT WAS CONTEMPLATED BY YOU AND US AT THE TIME THAT YOU ACCESSED THE SITE.

YOU AGREE NOT TO USE THE SITE, OR ANY CONTENT ON THE SITE, FOR ANY COMMERCIAL OR BUSINESS PURPOSES AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

8. Arbitration.

This Section 8 does not apply if you are a consumer resident in the United Kingdom or the European Union.

You have the right to reject the Binding Arbitration terms as set forth in this Section 8. If you reject, neither you nor WD-40 Company can require the other to participate in an arbitration proceeding. You can reject arbitration by contacting us by email, and include your name and email address, if any, used to register your account, and a clear statement that you would like to reject the arbitration provision. To be effective, your e-mail must be sent within thirty (30) days of the date that you first became subject to this Binding Arbitration provision. You do not have the right to reject any other provisions in this Agreement.

This Section 8 provides that disputes between you and us may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. This Binding Arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

- (a) Covered Claims. You or we may arbitrate any claim, dispute or controversy between you and us arising out of or related to this Agreement, your account, you, or our WD-40 Company's intellectual property ("Claims"). If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.

Except as set forth below, all Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional

tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as an agent, representative, third-party vendor or an affiliated/parent/subsidiary company.

- (b) Arbitration Limits. Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter remains in small claims court.

If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.

Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any Claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of two (2) or more persons may not be combined in the same arbitration.

- (c) Administration. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures before a single neutral arbitrator in San Diego County, California. For a copy of JAMS procedures, to file a Claim or for other information, contact JAMS by calling (800) 352-5267 or by visiting www.jamsadr.com. A copy of the current JAMS rules is available from the JAMS website at www.jamsadr.com/rules-comprehensive-arbitration/.

Any award by an arbitrator shall be binding and final. Judgment on the award may be entered in any court having jurisdiction.

- (d) Paying for Arbitration Fees

The arbitrator may determine how the costs and expenses of the arbitration will be allocated between the parties and may award attorneys' fees.

9. Dispute Resolution – applicable to consumers resident in the United Kingdom and European Union

a) If you are a consumer who is habitually resident in the United Kingdom or the European Union and we direct the Website and/or Services to you, you may bring any dispute which may arise under this Agreement to - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the United Kingdom or the European Union, which courts are - with the exclusion of any other court - competent to settle any of such a dispute.

b) We shall bring any dispute which may arise under this Agreement to the competent court of your country of habitual residence if this is within the United Kingdom or the European Union, or otherwise the competent court of England.

10. Governing Law and Venue

a) Subject to Section 10(c) below, this Agreement is binding upon each party hereto and its successors and permitted assigns, and shall be governed by and construed in accordance with the laws of the State of California without reference to the conflict of law principles thereof. Subject to Section 10(c) below each party agrees to submit to the state or federal courts located in San Diego County, California.

b) If you have validly rejected the Binding Arbitration provision and Section 10(c) below does not apply to you, all actions or proceedings arising in connection with this Agreement shall be resolved exclusively in the state or federal courts located in San Diego County, California, and to submit to personal jurisdiction of the courts located in San Diego County, California for the purpose of litigating all such disputes. This choice of venue is intended by the both of us to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in Section 8. We both waive any right either of us may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to the venue with respect to any proceeding brought in accordance with this Section 8. You agree to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

c) If you are a consumer resident in the United Kingdom or the European Union and we direct the Website or Services to the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Agreement affects your rights as a consumer or your other statutory rights to rely on such mandatory provisions of local law.

11. Limitation of Actions.

Unless you are a consumer resident in the United Kingdom or the European Union, you acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Websites or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

12. Assignment.

This Agreement and all of your rights and obligations under it is not assignable or transferable by you without the prior written consent of WD-40 Company.

13. Third Party Rights.

You acknowledge that this Agreement and your registration are for your exclusive benefit and convenience. Neither can be transferred to any other person and no other person may claim rights under this Agreement or through your registration. Nothing

contained herein shall be construed as granting, vesting, creating or conferring any right of action upon any other third party. This provision is not intended to limit or impair the rights that any person may have under applicable Federal statutes.

14. No Waiver.

No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by the party waiving such right. No delay or omission by us to exercise any right, remedy, power, privilege, or condition in enforcing any term or condition of this Agreement, or act, omission or course of dealing with you, shall impair any such right, remedy, power, privilege, or condition or be construed to be a waiver thereof. Any waiver by us of any covenant, condition, or agreement to be performed by you shall not be deemed to be a waiver of any future occasion. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

15. Severability

If any of the terms and conditions in this Agreement are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions of this Agreement and will not affect the validity and enforceability of the remaining provisions.

16. Entire Agreement

Unless you are a consumer resident in the United Kingdom or the European Union, this Agreement, together with the Privacy Statement, constitutes the entire agreement between you and WD-40 Company relating to the subject matter herein and will not be modified except in writing, signed or otherwise agreed to by both parties, or by a change to this Agreement or the Privacy Statement made by WD-40 Company

17. Variation

If you are a consumer resident in the United Kingdom or the European Union, we may make changes to the terms and conditions in this Agreement from time to time (for example, to reflect changes to our products and services, new technologies or applicable laws) and we will try to give you reasonable notice of any major changes that could have a significant impact on you. Please check this Agreement regularly to ensure that you understand the terms and conditions of the Agreement that apply at the time that you access and use the Website and/or our Services. If you do not wish to continue using the Website and/or our Services following any changes to the terms and conditions of this Agreement, you can terminate this Agreement by not using the Website and/or our Services.

17. Contact Us.

If you have any questions regarding this Agreement or otherwise want to contact us at Privacy@wd40.com.