



## **Submittal Wizard User Agreement**

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The assenting party to this User Agreement acknowledges and agrees that all of such party's registered users, by virtue of their access to JM Submittal Wizard, are hereby authorized to:

- (A) send and receive information through JM Submittal Wizard on behalf of the assenting party to this User Agreement, and
- (B) *if designated to have this authority*, conduct electronic transactions through JM Submittal Wizard on behalf of the assenting party to this User Agreement, including the submission of electronic orders for the purchase of products as contemplated by the underlying purchase agreement(s) in accordance with the terms of the underlying purchase agreement(s).

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This User Agreement incorporates by reference the terms and conditions of Web site use contained in the following linked documents which are posted on [www.jm.com](http://www.jm.com). Please click on the links below to review this information carefully.

[Legal Information](#)  
[Privacy Policy](#)

**Costs of Use.**

We established JM Submittal Wizard at our cost to serve you better. You are responsible for costs associated with any equipment you use to access JM Submittal Wizard and for all charges for such access.

**Term, Termination.**

This User Agreement shall remain in full force and effect even after the assenting party discontinues or otherwise removes all of its registered users or JM revokes the registration of the assenting party to this User Agreement and its registered users and terminates access to JM Submittal Wizard.

The assenting party to this User Agreement acknowledges and agrees that terms and conditions embodied in this User Agreement constitute the basis for continuing eligibility to access JM Submittal Wizard and that failure by the assenting party to this User Agreement to comply with such terms and conditions shall allow JM to at any time, and in its sole discretion, to discontinue the assenting party's access to JM Submittal Wizard and/or to terminate this Agreement. The assenting party acknowledges and agrees that it has no continuing right to use or access JM Submittal Wizard and that JM in its sole discretion may at any time elect to terminate the assenting party's authorization to access JM Submittal Wizard and/or to terminate this User Agreement. The assenting party to this User Agreement specifically agrees that JM may in its sole discretion terminate this User Agreement in the event of (i) the filing by or against the assenting party of any voluntary or involuntary petition seeking liquidation, reorganization or any similar relief under bankruptcy, insolvency or similar laws, (ii) any appointment or taking of possession of the assenting party by a receiver, trustee, custodian or liquidator, (iii) any assignment for the benefit of creditors or failure by the assenting party generally to pay its debts when due or (iv) the assenting party shall be in default or past due on any and all payments owed to JM for products sold to the assenting party.

**Certain Definitions.**

The term "assenting party to this User Agreement" or similar descriptions herein refer to the legal entity or person (as applicable) who has become a user of JM Submittal Wizard and who has accessed these pages and who has by default agreed to the terms of the Web site legal agreement ([hyperlink here](#)).

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**Assignment.**

The terms, conditions and provisions of this User Agreement shall be binding upon the successors and permitted assigns of the respective parties hereto. The assenting party to this User Agreement acknowledges and agrees that its registration for access to JM Submittal Wizard and this User Agreement are not assignable, directly or indirectly, whether by operation of law or otherwise, without the prior written consent of JM.

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**Modification of these Terms and Conditions.**

JM reserves the right to change this User Agreement at any time. You are responsible for regularly reviewing these terms and conditions for any changes. Such changes, modifications, additions, or deletions shall be effective immediately upon posting on JM Submittal Wizard. Continued use of JM Submittal Wizard following any such changes shall constitute your acceptance of such changes.

**Severability.**

If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

**Choice of Law/Venue.**

The laws of the State of Colorado, U.S.A., govern this User Agreement without regard to choice of law provisions. You consent to the exclusive jurisdiction and venue of courts in the City and County of Denver, Colorado, U.S.A. in all disputes arising out of or relating to the use of JM Submittal Wizard. Use of this JM Submittal Wizard is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation to this paragraph.

**Entire Agreement.**

*This User Agreement, (together with all documents referenced by hyperlink herein and any underlying purchase agreement(s), is the complete agreement between the parties concerning use of JM Submittal Wizard. A printed version of this User Agreement will be admissible in judicial or administrative proceedings based upon or relating to this User Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied regarding the use of JM Submittal Wizard which are not specified in this User Agreement as posted from time to time.*