

Virtual Panel Studio (VPS) Terms of Use

Acceptance of Terms

The Virtual Panel Studio (the “Studio”) is a Web Site as that term is defined in The Sherwin-Williams Company Terms of Use, located at <https://www.sherwin-williams.com/terms-of-use>, and therefore The Sherwin-Williams Company Terms of Use apply to your use of the Studio. By requesting access to or visiting the Studio, you accept, without limitation, The Sherwin-Williams Company Terms of Use, the terms of our Privacy Policy, located at <http://privacy.sherwin-williams.com/privacy-highlights>, both of which are incorporated herein, and the terms of this Addendum to The Sherwin-Williams Company Terms of Use (“Addendum”). Acceptance of all of the terms contained in these documents (collectively, the “Terms”) constitutes a legal agreement between you and Sherwin-Williams. If you do not agree to the Terms, please do not request access to or visit the Studio. In case of any discrepancy between The Sherwin-Williams Company Terms of Use and this Addendum, this Addendum governs and controls.

Access to the Virtual Panel Studio

Access to the Studio is limited to registered users who have been issued login credentials by Sherwin-Williams. You represent and warrant that all information you have provided in connection with registering to access the Studio is true, accurate, current, and complete. You agree that you will be fully responsible for the actions of any person or entity using your account (a) with your permission; (b) as a result of your failure to adequately protect your login credentials; or (c) as a result of your failure to immediately notify Sherwin-Williams of any unauthorized use of your login credentials or other breach of security. Access to the Studio is provided at the discretion of Sherwin-Williams and Sherwin-Williams has the right at any time, without prior notice to you, to change any aspect of the Studio, or suspend or terminate your account and refuse any and all current or future use of any portion of the Studio.

Intellectual Property

All rights, title, and interest (including all copyrights, trademarks, and other intellectual property rights) in the digital images of panels displaying various finishes (“Images”) made available through the Studio are the sole property of Sherwin-Williams or its licensors, as applicable. Except as explicitly stated in this Addendum, Sherwin-Williams transfers no intellectual property interest in the Images.

You are hereby granted a limited, revocable, non-exclusive, non-transferable license to (a) reproduce and distribute the Images internally within your organization for planning and design purposes; and (b) distribute the Images to business partners, including designers, manufacturers, brand owners, and retailers, for the purpose of designing, developing, or manufacturing a finished product that may incorporate the wood finish displayed in the Image. You may not distribute the Images to the general public, including consumers of the finished product, such as by posting on social media or other websites.

You may not use or display the Images in any context that states, suggests, or implies that you are affiliated or associated with The Sherwin-Williams Company. You may not use or display the Images in

any manner that causes the Images to be associated with any advertising or sponsorship. You may not use or display the Images in any manner that portrays Sherwin-Williams, its products, and/or its services in a negative fashion, as determined by Sherwin-Williams in its sole discretion.

You may not use, copy, reproduce, store, transmit, distribute, display, or commercially exploit any Images in any manner not expressly permitted herein. In addition, you may not modify, decompile, or create any derivative work(s) of the Images in any way.

Displayed Finishes

Due to various factors including individual computer monitor limitations, choice of substrate, application, etc, finishes displayed in the Studio may not accurately reflect the appearance of the finished panel. Images are provided for illustration purposes only. Sherwin-Williams disclaims all express and implied warranties, including without limitation the implied warranty of merchantability and fitness for a particular purpose, with respect to the Images.

Changes to this Addendum

Sherwin-Williams may at any time revise this Addendum. You are bound by any such revisions and should therefore periodically visit this page to determine the then current Addendum and conditions to which you are bound. Your use of the Studio after changes are made means you agree to be bound by the Addendum governing use of the Studio at that time.