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All users of the Web Site are subject to the following terms and conditions of use (these “Terms of Use”).

Please read these Terms of Use carefully before accessing or using any part of the Web Site. By accessing or using the Web Site, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, as well as the KLX Privacy Policy, which is hereby incorporated into these Terms of Use. If you do not wish to agree to these Terms of Use, do not access or use any part of the Web Site.

KLX may revise and update these Terms of Use at any time without notice by posting the amended terms to the Web Site. Your continued use of the Web Site after the posting of the revised Terms of Use means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with the Web Site, your sole and exclusive remedy is to discontinue using the Web Site. The most current version of these Terms of Use, which supersedes all previous versions, can be reviewed by clicking on the “Terms of Use” hyperlink located at the bottom of the home page on the Web Site.

1. USE OF THE WEB SITE

You agree to use the Web Site only for lawful purposes. You also specifically agree that:

(a) You will not do any of the following: (1) upload to or transmit on the Web Site any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (2) use the Web Site to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (3) intercept or attempt to intercept electronic mail not intended for you; (4) misrepresent an affiliation with any person or organization; (5) upload to or transmit on the Web Site any advertisements or solicitations of business; (6) restrict or inhibit use of the Web Site by others; (7) upload or otherwise transmit files that contain a virus or corrupted data; (8) collect information about others (including e-mail addresses) without their consent; (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Web Site or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Web Site); (10) post “spam,” transmit chain letters or engage in other similar activities; (11) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Web Site, or which, as determined by KLX, may harm KLX or users of the Web Site or expose them to liability; (12) disobey policies or regulations including any code of conduct or other guidelines, established from time to time regarding use of the Web Site or any networks connected to the Web Site; (13) falsify or delete any author
attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material; (14) use any robot, spider or other automatic device, process or means to access the Web Site; or (15) take any action that imposes an unreasonable or disproportionately large load on KLX’s infrastructure.

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8. Privacy; Protection of Personal Information

KLX’s use of your personal information and your responsibilities in connection with protecting your privacy are described in the KLX Privacy Policy.

Any passwords used for the Web Site are for individual use only. You will be responsible for the security of your password.

You are prohibited from using any services or facilities provided in connection with the Web Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, KLX reserves the right to release your details to system administrators at other web sites in order to assist them in resolving security incidents. KLX reserves the right to investigate suspected violations of these Terms of Use.

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9. Comments and Submissions

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10. SOCIAL MEDIA FORUMS

The Web Site may contain links to third party social media sites, such as Facebook, Twitter, YouTube, etc. (each, a “Social Media Forum”). KLX makes pages available on the Social Media Forums for informational purposes only, subject to the guidelines and/or disclaimers applicable to such Social Media Forums and as set forth in these Terms of Use.

KLX welcomes your thoughts and comments on the posts, photos, and other items that KLX places on the Social Media Forums, but KLX won’t be able to reply to product or service issues through the Social Media Forums. If you would like to discuss customer service or any other issue, you may contact KLX through the Web Site.

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Nothing contained in or provided through the Social Media Forums is intended to constitute advice or to serve as a substitute for the advice of a professional, including without limitation any safety guidelines, resources or precautions related to the installation, operation, maintenance or repair of KLX equipment or any other information related to safety that may be available on or through the Social Media Forums. Any reliance you place on such information is strictly at your own risk.

Your failure to comply with these Terms of Use with respect to the Social Media Forums may result in the termination of your access to one or more of KLX’s Social Media Forums.

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If you choose to correspond or engage in transactions with any merchant found on or through the Web Site, you acknowledge and agree that KLX is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant. The terms of your interaction with any merchant are solely between you and such merchant. You agree that KLX will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on the Web Site.

13. COMPLIANCE

The owner of the Web Site is based in the State of Florida, USA. KLX makes no representation that materials in the Web Site are appropriate or available for use in other locations. If you access the Web Site from other locations, you are responsible for complying with local laws.

14. CONTACT

If you become aware of any content that may infringe the copyright of a third party or that you believe to be in violation of these Terms of Use please contact: KLX Energy Services Holdings,
15. MISCELLANEOUS

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of Florida, USA, without regard to its conflicts of law principles, and exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the Web Site shall be in the state or federal courts located in or near West Palm Beach, Florida. You agree to submit to the jurisdiction of such courts.

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and KLX with respect to the Web Site, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. To the maximum extent permitted by law, any cause of action you may have with respect to the Web Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

You agree that no joint venture, partnership, or agency relationship exists between you and KLX as a result of these Terms of Use or your use of the Web Site.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these 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.

KLX’s failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and KLX nor any trade practices shall be deemed to modify these Terms of Use.

The parties have expressly requested that these Terms of Use and all other related documents be drawn up in the English language; Les parties ont convenu expressément que la présente entente et tous les documents s’y rapportant soient rédigés en anglais.

These Terms of Use were last updated on September 14, 2018.