

GAF PROJECT SUPPLEMENTAL TERMS

Last updated: January 1, 2022

These GAF Project Supplemental Terms (these “**Supplemental Terms**”) apply to GAF’s proprietary and/or licensed computer programs for selling services, whether provided via a website or mobile application (such computer programs, along with all data and content that is made available, accessed, or utilized in connection with such computer programs, collectively, “**GAF Project**”), including your subscription to such service. The Supplemental Terms form part of the General Terms and Conditions (the “**General Terms**”). These Supplemental Terms and the General Terms may be found in the GAF Legal Documents section of the Document Library in the GAF Partner Portal.

It is important that you carefully read and understand the terms and conditions of these Supplemental Terms. By clicking the “AGREE” button, or using any other mechanism to agree to these Supplemental Terms, or by accessing, using, or receiving GAF Project, effective immediately you are bound by and agree to comply with these Supplemental Terms and you affirm your prior agreement to the General Terms. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE SUPPLEMENTAL TERMS, YOU ARE NOT AUTHORIZED TO CLICK THE “AGREE” BUTTON, OR OTHER MECHANISM, OR TO ACCESS, USE, OR RECEIVE GAF PROJECT.

Capitalized terms used in these Supplemental Terms and not otherwise defined shall have the same meanings as set forth in the General Terms.

1. SUBSCRIPTION. Subject to the terms and conditions of the Agreement, including, without limitation, these Supplemental Terms, GAF grants you a subscription to GAF Project.

2. YOUR PRESENTATIONS AND MATERIALS

2.1 As part of your use of GAF Project, you may have the opportunity to create customized presentations to be incorporated into GAF Project. You shall not upload to GAF Project any materials protected under copyright, trademark, confidential information or trade secret laws, including, without limitation, trademarks, service marks, logos, and slogans owned or licensed by GAF (“**GAF Marks**”), unless you have the express authorization of the owner or licensor of such, and you shall not upload any material likely to defame or invade the privacy of any individual, including any Personal Information without prior consent. You are solely responsible for your presentations and marketing materials and ensuring that the claims you make in them are accurate and applicable to you and that your presentations and marketing materials comply with all applicable laws and the terms of your Contractor Program Participation Agreement, if applicable.

2.2 If you are not enrolled in a GAF Certified Contractor Program, in each of your presentations and your other marketing materials, you must include the following disclaimer: “Contractors are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses.”

2.3 If you are enrolled in a GAF Certified Contractor Program, in each of your presentations and your other marketing materials, you must include the following disclaimer: “Contractors enrolled in GAF certification programs are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses. Contractors may receive benefits, such as loyalty rewards points and discounts on marketing tools from GAF, for participating in the program and offering GAF enhanced warranties, which require the use of a minimum amount of GAF products.” Additionally, if you are enrolled in a GAF Certified Contractor Program, the claims you make about such program must have been authorized and approved by GAF, and your use of GAF Marks is subject to the terms and conditions of your Contractor Program Participation Agreement.

3. TERMINATION. These Supplemental Terms shall remain in full force and effect and continue until they (or the Agreement generally) or your subscription to GAF Project is terminated or cancelled as provided in the General Terms. Section 2 of these Supplemental Terms survives termination of these Supplemental Terms.