

Terms Of Use

Last updated: January 22, 2019

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Welcome!

These Terms of Use (“Terms”) and the Privacy Notice available on this website (collectively, the “Agreement”) apply to your use of this website, any associated mobile sites, services, applications, or platforms (“Platform”). Please review these Terms carefully, as they affect your

legal rights. Your use of the Platform constitutes your agreement and acceptance of the Agreement. If at any time you do not accept the Agreement, stop using the Platform. As used in these Terms, "Whirlpool," "us," "our," or "we" refers to Whirlpool Corp. (including Whirlpool Canada LP) which owns and operates the Platform. "You" and "Your" mean the entity or user that is using the Platform.

Copyrights, Trademarks, and Patents

All content on the Platform (including but not limited to graphics, drawings, design, text, software, selection, and arrangement) is protected by copyright laws in the United States and around the world. We grant you permission to use the Platform and its contents for your own personal use. You may not access, download, copy, modify, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any part of the content or Platform for commercial purposes, whether on behalf of yourself or a third party.

All trademarks, service marks, and trade names are trademarks or registered trademarks of Whirlpool Properties, Inc., Whirlpool Corp., or other owners that have granted Whirlpool Corp. license to use such Marks.

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User Content

The Platform may enable you and others to submit reviews, ratings, comments, photos, videos, or other content ("User Content"). You acknowledge that you are solely responsible for your User Content, your User Content is not confidential or proprietary to you, and others may access or use your User Content. You will only submit User Content if: you are the sole author and owner of all rights to the User Content or have all necessary permissions; your submission is in accordance with these Terms and any other guidance we provide on the Platform; and your submission complies with all applicable laws and regulations. We retain sole discretion to remove any User Content from our Platform for any reason.

You will not submit User Content that may cause injury to any person or entity; is false or misleading; infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; violates anyone's rights to privacy or publicity; violates any law or regulation; includes content or links to content that could be considered defamatory, libelous, knowingly false, fraudulent, indecent, violent, obscene, profane, hateful, racially or religiously biased, threatening, or harassing; is inconsistent with the safe and proper use of any Whirlpool product or service; or promotes commercial activities and/or sales without our prior written consent.

Other than your personal information (e.g., your name, address, and email address), you grant us and our authorized third-party affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable license to your User Content, including any username or social media handle you used when submitting the User Content. This includes the right to use, copy, modify, adapt, publish, translate, transform, create derivative works from, sell, and/or distribute your User

Content. You acknowledge that all your User Content may be used and shared by us with third parties.

YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM, YOUR USER CONTENT, OTHERS' USER CONTENT THAT YOU CHOOSE TO USE, AND ANY CONSEQUENCES THEREOF.

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Accounts

You may be required to register for an account to access certain Platform services or content. Your username and password are for your personal use only, and you are responsible for maintaining their confidentiality. You are also responsible for keeping your account information, including your email address, up to date. You agree to accept responsibility for all activities that occur under your account. We reserve the right, in our sole discretion, to terminate or suspend your account for any reason.

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Permitted Uses

You may use the Platform or your Account only in compliance with these Terms and all applicable laws. You may not use the Platform in any manner that could harm Whirlpool, its affiliates, its brands, or any person or property. In addition, you must not:

1. violate or attempt to violate the security of the Platform;
2. access Platform data that is not intended for the public;
3. log on to a server or account which you are not authorized to access;
4. probe or test the vulnerability of the Platform, our servers, or our network;
5. attempt to interfere with network service, including through viruses, overloading, or crashing of network equipment;
6. take any action that imposes, or may impose, an unreasonably large load on our servers;
7. forge any data or communications;
8. impersonate any third party, Whirlpool, or a Whirlpool employee, or send unauthorized communications on our behalf;
9. reverse engineer, decompile or disassemble any software or portion of the Platform or use automated systems to scrape, harvest, copy or monitor any Platform content; or
10. attempt to bypass or circumvent any technology or measures we use (or that is used on our behalf) to protect, prevent or restrict access to the Platform.

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Notification of Copyright Infringement (The U.S. Digital Millennium Copyright Act)

If you are a copyright owner and believe that any content on the Platform infringes your copyrights, you may file a copyright infringement notification with us by mail to Whirlpool Corporation DMCA Agent, 500 Renaissance Drive, Suite 101, St. Joseph, MI 49085 or email to copyright@whirlpool.com. In your correspondence:

1. Identify the copyrighted work that you claimed has been infringed. Describe the work and, where possible, include a copy or the location (e.g., URL) of an authorized version of the work. If applicable, provide a copy of the copyright registration certificate.
2. Identify the material that you believe is infringing. Be specific and clear, and provide the material's URL location. It is best to include screenshots.
3. Include your contact information, including your address, telephone number, and e-mail.
4. Include the alleged infringer's contact information, if available.
5. Include and ensure that the following is true: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."
6. Include and ensure that the following is true: "I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the document (or have a person authorized to act on your behalf sign the document).

Upon receipt of your notification, we may investigate and remove the applicable material at our sole discretion.

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Third-Party Services

The Platform may have links to or integrate with third-party websites or services ("Third-Party Services"). Use of a Third-Party Service is subject to the third party's terms, conditions, and privacy policies, which may differ from ours, and the integration may enable the collection of data or information by the third party subject to its privacy policy. We do not make any representations about, and are not responsible for, products, services, or material of Third-Party Services, even if a particular third party is affiliated with us.

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Website and Content Subject to Change

While we try to maintain an error-free Platform, we do not guarantee that the Platform content is complete, current, or error-free (including content related to product availability, specifications, features, or prices). If we discover errors, we will make reasonable efforts to correct them. In some cases, product measurements and descriptions are approximate and provided only for ease of explanation or convenience.

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Payment

If you wish to purchase products or services described on the Platform, you may be asked to supply information applicable to your purchase, including payment information. You agree to pay all charges incurred by you at the price(s) in effect when such charges are incurred.

All billing and registration information provided by you must be accurate, complete and correct. By confirming your purchase, you agree to accept and pay for the items, products and / or services that you have requested.

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Platform Availability; No Continuity of Service Obligations

We are not responsible for failure to provide products, information, or services due to causes beyond our control. We reserve the right to: (1) prohibit purchases on the Platform by certain entities; (2) discontinue or refuse to offer any product or service; (3) impose conditions on use of services offered; and/or (4) bar any entity from utilizing the services. We retain sole discretion to alter, discontinue, or offer an alternative to the Platform at any time and for any reason upon reasonable notice to you. Whirlpool reserves the right to take the Whirlpool Platform offline entirely, temporarily or permanently, in its sole discretion.

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Warranty Disclaimer & Limitation of Liability

THE PLATFORM – INCLUDING ALL OF ITS CONTENTS, INFORMATION, AND THE MANNER BY WHICH IT OPERATES – IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLATFORM, CONTENT, AND ANY PRODUCTS OR THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ANY WARRANTIES REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF ANY INFORMATION OR CONTENT CONTAINED ON THE PLATFORM OR THE AVAILABILITY OF ANY PRODUCT OR RESULTS THAT YOU MAY OBTAIN THROUGH THE PLATFORM.

ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF WHIRLPOOL, ITS HEIRS, SURVIVORS, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, PREDECESSORS IN INTERESTS, SUCCESSORS, ASSIGNS, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AS WELL AS EACH AFFILIATED ENTITY’S LICENSORS, SUPPLIERS AND SERVICE PROVIDERS.

WHIRLPOOL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED YOUR USE OF OR INABILITY TO USE THE PLATFORM, ITS CONTENT, OR FROM ANY PRODUCTS OR THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOST PROFITS, LOSS OF DATA, LOSS OF PRIVACY OR SECURITY, OR UNAUTHORIZED

ACCESS TO OR USE OF THE PLATFORM OR USER CONTENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND EVEN IF WHIRLPOOL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, WHIRLPOOL WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM OR FROM ANY PRODUCTS OR THIRD-PARTY SERVICES. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE ALSO MADE ON BEHALF OF THE AFFILIATED ENTITIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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Indemnity

You agree to defend, indemnify and hold harmless Whirlpool and the Affiliated Entities against all claims, damages, losses, and expenses (including attorneys' fees) arising out of: (1) your use of, or activities in connection with, the Platform (including all User Content); and (2) any violation or alleged violation of this Agreement by you.

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Geographic Scope

The Platform is intended for use within the United States of America and Canada. Claims about our products or services are limited to the United States and Canada, unless otherwise disclosed. The Platform is intended to promote solely products that are sold in the United States and Canada. We do not represent or warrant that the Platform is appropriate or available for use outside the United States and Canada.

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Our Communications To You

We may communicate with you electronically, including by posting notices on the Platform or by responding to your e-mails. You agree that all agreements, notices, disclosures or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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Governing Law

For our U.S. customers, this Agreement is and shall be governed by and construed under the laws of the State of Delaware, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. For our Canadian customers, this Agreement is and shall be

governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to its principles of conflicts of law, and regardless of your location.

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Severability

If any provision of this Agreement is held unenforceable, that provision shall be considered amended in a manner that eliminates the unenforceability, and all other provisions shall remain effective as originally written.

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Additional Terms May Apply

Depending on which of our products or services you use, additional terms may apply ("Additional Terms"). Additional Terms may also apply for promotions, sweepstakes, contest, giveaways, or similar programs. If these Terms are inconsistent with any Additional Terms, the Additional Terms will control.

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Changes

From time to time, we may change these Terms. We reserve the right to make these changes without notice, though we will update the "Last Updated" line at the beginning of these Terms after each revision. You are responsible for regularly reviewing these Terms, and your continued use of the Platform following any changes indicates your acceptance of those changes.

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Contact Us

If you have any questions regarding these Terms or our Privacy Notice, You can contact us at the contact information provided on the Platform.

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