

LAST UPDATED: August 12, 2015

## Terms of Service

**Please read these Terms of Service (the “Agreement”) carefully. Your use of the Site (as defined below) constitutes your consent to this Agreement.**

This Agreement is between you and IP Belgian Services Company SPRL (“IP,” “us” or “we”) concerning your use of (including any access to) the IP Belgian Services Company SPRL] site currently located at [www.internationalpaper.com](http://www.internationalpaper.com) (together with any materials and services available therein, and successor site(s) thereto, the “Site”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by IP through the Site, or otherwise made available to you by IP. Your use of the Site is governed by this Agreement regardless of how you access the Site, including through the Internet, through Wireless Access Protocol (commonly referred to as “WAP”), through a mobile network or otherwise.

BY USING THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT.

**1. Changes.** We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Subject to applicable law, any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The “*LAST UPDATED*” legend above indicates when this Agreement was last changed.

**2. Information Submitted Through the Site.** Your submission of information through the Site is governed by IP’s Privacy Policy, located at <http://www.internationalpaper.com/legal-pages/privacy-statement> (the “**Privacy Policy**”). You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.

**3. Jurisdictional Issues.** The Site is controlled or operated (or both) by IP Belgian Services Company SPRL in Belgium and is not intended to subject IP to any jurisdiction or law other than as provided in Section 18 below. We may limit the Site’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction, in each case in our reasonable discretion.

**4. Rules of Conduct.** In connection with the Site, you must not:

- Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner; or (e) otherwise prohibited by applicable law.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Use the Site for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site.

- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Site.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without IP's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Site, except to the extent such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without IP's express prior written consent.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without IP's express prior written consent. Notwithstanding the foregoing, and subject to compliance with applicable law and any instructions posted in the robots.txt file located in the Site's root directory, IP grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. IP reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for you to use the Site.

**5. Information.** We make reasonable efforts to ensure that the information made available by the Site is accurate and reliable; however we make no representation or warranty as to such accuracy. Information is made available by the Site for convenience only. For the avoidance of doubt, such information may contain inaccuracies, errors or omissions. To the extent permitted by law, IP expressly disclaims any responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor any reservations or information affected by such inaccuracies, errors or omissions. Further, IP expressly disclaims, to the extent permitted by law, any responsibility for the information displayed in connection with any search or directory functionality offered in connection with the Site, including any inaccuracies, errors or omissions related thereto. Nothing in this Section 5 has the intention or effect of limiting any liability for intentional, reckless or grossly negligent actions where such liability is mandatory under applicable law, or your rights under any applicable statute.

**6. Registration; User Names and Passwords.** You may need to register to use all or part of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering for any valid reason. Your user name and password and, if applicable, your confirmation number or identification number or code, are for your personal use only and should be kept confidential; you, and not IP, are responsible for any use or misuse of your user name or password or, if applicable, your confirmation number or identification number or code, and you must promptly notify us of any actual or suspected confidentiality breach or unauthorized use of your user name or password, or your Site account.

**7. Profiles.** In the event that the Site permits Site visitors to make available certain materials (each, a "**Submission**") through or in connection with the Site, including on profile pages (each, a "**Profile**"), you acknowledge and agree that IP has no control over and is not responsible for any

use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

**8. License.** For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to store, reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). In addition, if you provide to us any ideas, proposals, suggestions or other materials (“**Feedback**”), whether related to the Site or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place IP under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party.

**9. Monitoring of Posted Submissions.** With respect to your Submissions posted to the Site, we may (but have no obligation to) monitor, evaluate, alter or remove such Submissions except to the extent prohibited from doing so under applicable law. [We may disclose any such posted Submissions and the circumstances surrounding their transmission to anyone for any valid reason or purpose, except to the extent prohibited from doing so under applicable law.]

**10. IP's Proprietary Rights.** We and our suppliers own the Site, which is protected by proprietary rights and laws. Subject to your compliance with this Agreement, and solely for so long as you are permitted by IP to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access hereunder, on any single device, solely for your personal, non-commercial use.

The trademarks and service marks that appear on this website are the exclusive property of International Paper Company and its business partners and no use or other rights are granted with respect to these trademarks without the express, written approval of International Paper Company. Additionally, logos, trademarks and service marks of third parties may also appear on this website, and such are the exclusive property of their respective owners and no use or other rights are granted with respect to these trademarks without the express, written approval of the trademark/service mark owner. Nothing on this website shall be construed as granting – whether by implication, estoppel or otherwise – any license or right to use any trademark, logo or service mark displayed on this website without International Paper Company's prior written permission, except as otherwise specifically described herein.

**11. Third Party Materials; Links.** Certain Site functionality may make available access to materials made available by third parties, including Submissions (“**Third Party Materials**”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by IP with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part)

through the Site at any time. In addition, the availability of any Third Party Materials through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

**12. Promotions.** Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, “**Promotions**”) made available through the Site may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

**13. DISCLAIMER OF WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCTS AND THIRD PARTY MATERIALS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**14. LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY, STRICT LIABILITY OR OTHER THEORY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. [IN ADDITION, COMPANY WILL NOT BE LIABLE FOR (I) DAMAGES FOR LOSS OF PROFITS, (II) LOSS OF USE, (III) LOSS OF DATA, (IV) LOSS OF OTHER INTANGIBLES, OR (V) LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.]

WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS. SUBJECT TO THE LAST PARAGRAPH OF THIS SECTION 14, YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SITE.

Nothing in this Section 15 is intended to limit or exclude liability where such liability is mandatory under applicable law and arises from the following: (a) in the event of death or personal injury to the extent resulting directly from Company’s willful or negligent act or omission or any of its employees or agents; (b) to the extent resulting from any fraudulent misrepresentation on the part of IP; (c) to the extent resulting from any breach of an essential contractual duty; or (d) to the extent arising out of any willful or grossly negligent misconduct on the part of IP.

**15. Indemnity.** Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless IP and the Affiliated Entities from and against all claims, losses, costs and expenses (including reasonable attorneys’ fees) arising out of your use of, or activities in connection with, the Site (including all Submissions) in violation or attempted violation of this Agreement.

**16. Termination.** This Agreement is effective until terminated. IP may terminate or suspend your use of the Site at any time for any valid reason. IP will provide prior notice of such termination if required under applicable law, in which case IP will provide you with twenty-four (24) hours' prior notice or, if applicable law mandates a longer period, the minimum notice period permitted under such applicable law. Upon any such termination or suspension, your right to use the Site will immediately cease, and IP may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials.

**17. Governing Law; Jurisdiction.** Except to the extent expressly provided in the following two paragraphs, this Agreement is governed by and shall be construed in accordance with the laws of Belgium, and any claim or dispute arising in connection with this Agreement or your use of the Site shall be under jurisdiction of the courts in Brussels, Belgium.

**18. Information or Complaints.** If you have a question or complaint regarding the Site, please send an e-mail to kyrill.farbmenn@ipaper.com. You may also contact us by writing to EMEA Ethics and Compliance Office, Chaussée de la Hulpe 166, 1170 Brussels, Belgium, or by calling us at 0032 2 774 12 11. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

**19. Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and IP. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in this Agreement shall be construed as if followed by the phrase "without limitation." This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and IP relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements, representations (excluding fraudulent misrepresentations) or understandings between you and IP relating to such subject matter. You acknowledge that in entering into this Agreement you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. IP will not be responsible for any failure to fulfill any obligation due to any cause beyond its control. To the extent permitted by applicable law, a person who is not a party to this Agreement may not enforce any of its provisions.

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