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For a current list of Marks owned by Steelscape, as well as information on the authorized use of the Marks, please refer to Steelscape's Trademark and Service Mark Usage Guidelines.

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14. GOVERNING LAW; CHOICE OF FORUM

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15. GENERAL

These Terms of Use represent the entire understanding relating to the use of the Site and prevail over any prior or contemporaneous, conflicting or additional, communications regarding the use of the Site. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Steelscape to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.

16. LEGAL CONTACT INFORMATION

If you have any questions about these Terms of Use, please contact Steelscape at the following address:

Steelscape, LLC
Attn: Legal Department
222 W. Kalama River Road
Kalama, WA 98625

Trademark and Service Mark Usage Guidelines

Introduction

Our trademarks and service marks identify our products so that consumers know they are buying Steelscape's high-quality products and services. Steelscape, LLC ("Steelscape") has gained valuable rights by the proper and continuous usage of its trademarks and service marks to identify its goods and services. If such marks are used improperly, their value can become diluted or generic. Properly using our trademarks by following these trademark usage guidelines protects and preserves the value of our marks and the Steelscape brand.

What is a Trademark and Service Mark?

Trademarks and service marks are words, names, symbols, devices, designs, phrases, sounds, or colors adopted and used by Steelscape to identify its goods and services and to distinguish them from other goods and services. The primary function of a trademark is to indicate the source of goods. It also implies a consistency of quality since it assures the customer that all goods bearing that trademark are of the same quality. Trademarks are usually noted with either a TM or a [®] symbol. Service marks are usually noted with a SM or a [®] symbol. In the United States, a trademark that is noted by a TM or a service mark that is noted by a SM has not been registered with the United States Patent and Trademark Office, and a trademark or service mark noted with an [®] has been registered with the United States Patent and Trademark Office. Trademarks, however, may also be registered internationally, and each country has different laws regarding the proper notation of trademarks.

Referential Trademark and Service Mark Usage

You may use a Steelscape trademark, service mark, or product name to refer specifically to such Steelscape product or service in marketing and promotional materials, books, conferences, applications, demonstrations, etc. You are permitted to use a Steelscape trademark referentially provided that:

- You adhere to these Steelscape Trademark and Service Mark Usage Guidelines.
- You do not disparage Steelscape or Steelscape products and services.
- You display your name or logo more prominently than any Steelscape trademark
- You include a disclaimer that Steelscape does not sponsor, affiliate, or endorse your product and/or services.

General Trademark and Service Mark Usage Guidelines

1. Always spell the trademark correctly. Avoid any variations that shorten, abbreviate, conjugate or otherwise modify a trademark.
2. Use appropriate markings. Always capitalize the product name and designate the trademark with the appropriate ™ or ® symbol. Also, the first usage or most prominent usage of a Steelscape product name must be used in conjunction with the Steelscape® trademark and in the same type size, font, color and line.
3. Always use Steelscape trademarks as adjectives that describe the generic product. Trademarks are proper adjectives describing a specific thing; therefore, they should be used in conjunction with the noun (generic name) they modify (e.g., ZINCALUME® steel). Since a primary trademark is not a noun, it is not to be pluralized, such as "Z-Nals".
4. Do not use any Steelscape trademark as your trademark, service mark, trade name, domain name, product name, or logo. Steelscape trademarks identify the goods and services of Steelscape LLC. No third-party may use any Steelscape trademark as their trademark, service mark, trade name, domain name, product name, or logo. You must have your own distinct trademark, service mark, trade name, domain name, product name, or logo that does not include any Steelscape trademarks. You may, however, referentially use the Steelscape trademark in connection with your product. Also, you may not use a variation, combination, or abbreviation of a Steelscape trademark.
5. Attribute ownership of Steelscape trademarks to Steelscape. When you refer to a Steelscape trademark, please include the following notice of trademark attribution where appropriate, such as on your product, printed materials, and online. Example of correct usage: "Vintage® is a registered trademark of Steelscape, LLC" or "TruZaics™ is a trademark of Steelscape, LLC" (Exception: "ZINCALUME® is a registered trademark of BlueScope Steel Ltd.")
6. Avoid using words like "original" or "genuine" in association with the trademark. This implies there may be products of others bearing the same trademark.

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1. Logos. You may not use any Steelscape logos (including buttons and graphic symbols) without a trademark license from Steelscape. All usage of trademark logos shall be pursuant to these guidelines and any other guidelines associated with that logo. Please refer to Steelscape's Logo and Color Usage Policy.
2. Merchandise items. You may not manufacture, sell, or give away merchandise items, such as T-shirts and mugs, bearing Steelscape trademarks or logos, except pursuant to an express written trademark license from Steelscape.
3. Slogans and taglines. You may not use or imitate a Steelscape slogan or tagline.

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Steelscape, LLC
Attn: Marketing Department
222 W. Kalama River Road
Kalama, WA 98625

Phone: (916) 376-2893