

## Terms of Use – Customer Portal

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1. **Introduction:** This Terms of Use – Customer Portal provides additional information that is specific to the use of the Ball Customer Portal. The Terms of Use – Customer Portal hereby incorporates the Terms of Use – General by reference. To the extent that the Terms of Use – General and the Terms of Use – Customer Portal conflict, the Terms of Use – Customer Portal supersedes the Terms of Use – General only as it applies your use of the Customer Portal (“Customer Portal” or “Service”).
  
2. **Customer Portal:** Ball offers the Customer Portal to facilitate interactions with its customers and clients and to improve customer service. To ensure the Customer Portal achieves this purpose, accurate and current information is critical. In exchange for using the Service, you agree to:
  - a. Provide true, accurate, current, and complete information about yourself as prompted by the Customer Portal’s registration form (the “Registration Data”), and
  - b. Maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Ball suspects that the information you have provided is untrue, inaccurate, not current, or incomplete, Ball may suspend or terminate your account and refuse any and all current or future use of the Customer Portal at its sole discretion, or any portion thereof.

1. **Access to the Service:** You will receive a username and password upon completing the Service’s registration process. You are required to maintain the confidentiality of your username and password through commercially reasonable means. You are solely responsible for all activities that are made through your username and password. To the extent that you believe that your username and password are compromised, you agree to:
  - a. Immediately inform your Ball contact of any possible unauthorized use of your username and password;
  - b. Immediately inform your Ball contact of any possible breach of your organization’s security that may compromise the integrity of your username and password; and
  - c. Logout from your account at the end of every session in which you use the Service.

Ball is not liable for any loss, liability, or damage arising from the compromise of, or unauthorized use, of your username and password.

2. **Content Submitted:** All information, data, text, software, music, sound, photographs, graphics, video, messages, or other material (“Content”), whether publicly posted or privately transmitted, are the sole responsibilities of the person from which such Content originated. Ball is not responsible for any Content that you upload, post, email, or otherwise transmit via the Service. You agree not to use the Service for any prohibited purpose, including but not limited to:

- a. Uploading, posting, emailing, or otherwise transmitting any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, slanderous, vulgar, obscene, invasive of another's privacy, hateful, racially objectionable, ethnically objections, or otherwise objectionable;
- b. Harm minors in any way;
- c. Impersonate any person or entity, including but not limited to, Ball, a Ball official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. Transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary obligations (e.g., inside information, proprietary and confidential information learned or disclosed as part of an employment relationship or under nondisclosure agreements);
- f. Transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
- g. Transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to obtain information through unauthorized means;
- h. Disrupt the flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges or use of the Service;
- i. Interfere with or disrupt the Service, servers, or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks associated with the Service;
- j. Intentionally or unintentionally violate any applicable local, state, national, or international law, including but not limited to, regulations promulgated by any securities and exchanges controls and other authorities, as well as any rules of any security and exchange regulation having the force of law; and
- k. Collect or store the personal data about other users.