

### WEB SITE PRIVACY NOTICE AND WARRANTY DISCLAIMER

# 1. Acceptance of Our Terms

By visiting the website www.advancedracking.com, viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to www.advancedracking.com, you agree to be bound by the following Terms and Conditions of Service. If you do not want to be bound by our Terms your only option is not to visit, view or otherwise use the services of www.advancedracking.com. You understand, agree and acknowledge that these Terms constitute a legally binding agreement between you and www.advancedracking.com and that your use of www.advancedracking.com shall indicate your conclusive acceptance of this agreement.

#### 2. Provision of Services

You agree and acknowledge that www.advancedracking.com is entitled to modify, improve or discontinue any of its services at its sole discretion and without notice to you even if doing so may result in you being prevented from accessing information. Furthermore, you agree and acknowledge that www.advancedracking.com is entitled to provide services to you through subsidiaries or affiliated entities.

## 3. Proprietary Rights

You acknowledge and agree that www.advancedracking.com may contain proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. www.advancedracking.com authorizes you to view and make a single copy of portions of its content for offline, personal, non-commercial use. Our content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. All rights not specifically granted herein are reserved.

### 4. Submitted Content

When you submit content to www.advancedracking.com you simultaneously grant www.advancedracking.com an irrevocable, worldwide, royalty free license to publish, display, modify, distribute and syndicate your content worldwide. You confirm and warrant that you have the required authority to grant the above license to www.advancedracking.com.

## 5. Termination of Agreement

The Terms of this agreement survive termination of the Agreement for any reason by either party.

#### 6. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF WWW.ADVANCEDRACKING.COM IS ENTIRELY AT YOUR OWN RISK AND THAT OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE".

WWW. ADVANCEDRACKING.COM AND ADVANCED RACKING, LLC DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, ENDORSEMENTS OR REPRESENTATIONS WHATSOEVER AS TO THE OPERATION OF THE WWW.ADVANCEDRACKING.COM WEBSITE, INFORMATION, CONTENT, MATERIALS, OR PRODUCTS. THIS DISCLAIMER OF WARRANTIES SHALL INCLUDE, BUT NOT BE LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.

### 7. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WWW.ADVANCEDRACKING.COM, ADVANCED RACKING, LLC, AND ANY OF THEIR SUBSIDIARIES OR AFFILIATES SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, BUSINESS REPUTATION OR GOODWILL, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE, OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF SUCH SERVICE OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION. THE ABOVE LIMITATION SHALL APPLY WHETHER OR NOT WWW.ADVANCEDRACKING.COM OR ADVANCED RACKING, LLC HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF WWW.ADVANCEDRACKING.COM AND ADVANCED RACKING, LLC IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### 8. External Content

www.advancedracking.com may include hyperlinks to third-party content, advertising or websites. You acknowledge and agree that www.advancedracking.com is not responsible for and does not endorse any advertising, products or resource available from such resources or websites.

## 9. Jurisdiction

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the country, state, province or territory determined solely by www.advancedracking.com to resolve any legal matter arising from this agreement or related to your use of www.advancedracking.com. If the court of law having jurisdiction, rules that any provision of the agreement is invalid, then that provision will be removed from the Terms and the remaining Terms will continue to be valid.

Ph: 540.491.4091

# 10. Entire Agreement

You understand and agree that the above Terms constitute the entire general agreement between you and www.advancedracking.com. You may be subject to additional Terms and conditions when you use, purchase or access other services, affiliate services or third-party content or material.

# 11. Changes to the Terms

www.advancedracking.com reserves the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted and your continued use of www.advancedracking.com after any changes to Terms will signify your agreement to be bound by them.

## 12. Privacy Notice

We collect no personal information about you when you visit www.advancedracking.com, unless otherwise stated, unless you choose to provide this information to us. However, we collect and store certain information automatically. What we collect and store automatically is:

the Internet Protocol (IP) address of the domain from which you access the Internet (i.e.

123.456.789.012) whether yours individually or provided as a proxy by your Internet Service Provider (ISP) the date and time you access our site the pages you peruse (recorded by the text and graphics files that compose that page), your browser type and, the Internet address of the Web site from which you linked directly to our site.

We use the summary statistics to help us make our site more useful to visitors, such as assessing what information is of most and least interest to visitors, and for other purposes such as determining the site's technical design specifications and identifying system performance or problem areas.

We may use Cookies to remember your preferences when interacting with our website.

This information is NOT shared with anyone beyond the support staff to this website, except when required by Law Enforcement investigation, and is used only as a source of anonymous statistical information.

## 13. Comments or Information Sent by E-mail, PDF or Web Request Form

You may choose to provide us with personal information, as in an e-mail message, PDF file or web request form containing your comments or questions. We use this information to improve our service to you or to respond to your request. There are times when your message is forwarded, as e-mail, to other Advanced Racking employees who may be better able to help you. Except for authorized law enforcement investigations, we do not share our e-mail with any other outside organizations.

## 14. Copyright Status

Use of documents available from or referenced by this server may be subject to U.S. and foreign Copyright Laws.

Ph: 540.491.4091