

## I

### WELCOME

Welcome to [www.lmr.com](http://www.lmr.com) (the "*Site*"). This Site is operated by Latemodel Restoration Supply, Inc., a Texas corporation ("*LMR*"), and the content on the Site is owned by LMR and by affiliates and third parties that post on the Site through a license from LMR, but for whom LMR assumes no direct responsibility. Please read these terms of use ("*Terms of Use*" – previously referred to as "Terms and Conditions"), including the policies (the "*Policies*") laid out below and incorporated by reference herein, as these Terms of Use, along with any additional terms to which you agree when using particular elements of the Site, constitute the entire agreement regarding the Site and set forth the legally binding terms governing your visit to and use of this Site (collectively this "*Agreement*"). These Terms of Use apply to all persons who visit this Site ("*Visitors*"). By use of this site, Visitors agree to all the Terms of Use of LMR.

By using this Site you agree that you have read, understand and accept this Agreement, and you affirm that you are: (a) more than eighteen (18) years of age, (b) an emancipated minor, or (c) possess legal parental or guardian consent, and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. By using this Site, you also agree that you will not use this Site for any purpose that is unlawful or in contravention of this Agreement.

## II

### POLICIES

By using this Site you agree that you have read, understand and accept the following Policies, which are incorporated into these Terms of Use by this reference:

- A. PRIVACY POLICY - <https://lmr.com/page/Privacy-Policy>
- B. PRICING POLICY – <https://lmr.com/page/Price-Matching-Policy>
- C. PAYMENT POLICY - <https://lmr.com/page/Terms-of-Use-Full>
- D. SHIPPING POLICY - <https://lmr.com/page/Shipping-Terms>
- E. RETURN POLICY - <https://lmr.com/page/Return-Policy>

### III

#### ELIGIBILITY

By using this Site, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the Terms of Use of this Agreement. You further represent and warrant that all registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. Use of this Site is solely for your personal use, and you shall not authorize others to use your account, including your profile or e-mail address. You understand that you are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, profiles, tags or other materials ("**Content**") published, displayed or transmitted through your account, and for your interactions with other Visitors (Everything you do and any information you provide, knowingly or unknowingly, by interacting with the Site is Content). You, alone, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available via this Site.

### IV

#### REGISTRATION/PASSWORD/SECURITY

- A. **REGISTRATION.** You must register for an account with LMR and provide certain information about yourself in order to use certain features of the Site. Whenever you provide LMR with information on the Site, you agree to: (a) provide true, accurate, current and complete information, and (b) maintain and promptly update such information to keep it true, accurate, current and complete. LMR may suspend or terminate your account at any time, for any reason, including failure to follow the immediately preceding sentence, without notice to you. You may de-activate your account at any time, for any reason, by e-mailing us at [customerservice@lmr.com](mailto:customerservice@lmr.com). Your registration is for your personal use only and not on behalf of any other person or entity. LMR does not permit: (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple Visitors on a network. You are responsible for preventing such unauthorized use.
- B. **PASSWORD AND SECURITY.** You may be asked to choose a password and a user name at the time of registration on this Site. Please select a password that would not be obvious to someone trying to guess your password. Passwords should be changed regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account. You agree to immediately notify LMR of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which LMR may otherwise have, LMR reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Site and your account, including, without limitation, terminating your account, changing your password or requesting additional information to authorize transactions on your account. Notwithstanding the above, LMR may rely on the authority of anyone accessing your account or using your password, and LMR shall not be

held liable to you for any liabilities or damages resulting from or arising out of (a) any action or inaction of LMR under this Agreement, (b) any compromise of the confidentiality of your account or password, and (c) any unauthorized access to your account or use of your password. You may not use an account, other than your registered account, at any time without the express permission of the account holder. The security of your personally identifying information is important to us. While there is no such thing as perfect security on the internet, LMR will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree such steps do not guarantee use of the Site is impenetrable or invulnerable to all security breaches, and LMR makes no warranty, guarantee, or representation that use of any of the Site is protected from viruses, security threats or other vulnerabilities.

## V

### **LICENSE AND ACCESS/YOUR ACCOUNT**

- A. **LIMITED LICENSE; PERMITTED USES.** You are granted a non-exclusive, non-transferable, revocable license to: (a) access and use the Site strictly in accordance with these Terms of Use; (b) use the Site solely for personal, non-commercial purposes; and (c) print out discrete information from the Site solely for personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. No print-out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.
- B. **RESTRICTIONS AND PROHIBITIONS ON USE.** Your license for access and use of the Site and any information, materials or documents (collectively defined as "***Content and Materials***") therein are subject to the following restrictions and prohibitions on use in which you may not:
- (a) copy, print (except for the express limited purpose permitted by Subsection A. above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved therefrom;
  - (b) use the Site or any materials obtained from the Site to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;
  - (c) create compilations or derivative works of any Content and Materials from the Site;
  - (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of LMR or any third parties;

- (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site;
- (f) make any portion of the Site available through any timesharing system, service bureau, the internet or any other technology now existing or developed in the future;
- (g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture;
- (h) use any automatic or manual (whether human or machine) process to harvest information from the Site;
- (i) use the Site for the purpose of gathering information for or transmitting:
  - (1) unsolicited commercial e-mail;
  - (2) e-mail that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and
  - (3) unsolicited telephone calls or facsimile transmissions;
- (j) use the Site in a manner that violates any state or federal law regulating e-mail, facsimile transmissions or telephone solicitations; and
- (k) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

## VI

### INTELLECTUAL PROPERTY

- A. **COPYRIGHT.** All content included on this Site is owned by LMR, such as text, graphics, logos, icons, images, video, animation and audio clips. The content on this Site and any material submitted via this Site is the property of LMR and is protected by United States and international copyright laws. You may not distribute, modify, transmit, reuse, re-post or use the content of the Site for any purpose, including the text, images, audio and video without LMR's express, prior written permission. The software utilized on this site is the property of LMR and/or its software suppliers and is protected by United States and international copyright laws. You may download material displayed on the Site for non-commercial, personal use only, only if you also retain all copyright and other proprietary notices contained on the materials.

B. **TRADEMARK.** The name LMR and the logos, designs and service names on the Site (“*LMR Marks*”) are trademarks and trade dress owned exclusively by LMR and are protected under United States trademark law. Your limited license to use the Site does not include any right to use LMR Marks or Content in any manner without LMR’s prior written authorization. Without limiting the foregoing, you may not use any LMR Marks or Content in connection with a product or service that is not LMR’s, in any way that is likely to cause confusion among consumers or customers, in any manner that may be a parody of any LMR Marks, or in any manner that is disparaging or defamatory in any way or disparages or discredits LMR. All other trademarks not owned by LMR that appear in any part of the Site are the property of such trademarks’ respective owners, who may or may not be affiliated with, connected to, or sponsored by LMR.

## VII

### **ELECTRONIC COMMUNICATIONS**

When you use this Site, or send e-mails, text messages, and/or messages, phone calls, and other communications from any device to LMR, you may be communicating with LMR electronically. You consent to receive communications from LMR electronically, such as e-mails, texts, mobile push notices, phone calls or notices and messages, and you may retain copies of these communications for your records. You may not publish, post or otherwise display electronic communications you receive from LMR unless LMR otherwise agrees in writing. You agree that all agreements, notices, disclosures, and other communications that LMR provides to you electronically satisfy any legal requirement that such communications be in writing.

## VIII

### **REVIEWS & COMMENTS**

You may post reviews, comments, photos, videos, and other content as your desired posts. You may send e-mails, text messages, and other communications to LMR (communications). You may submit suggestions, ideas, comments, questions, or other information (suggestions). Communications, posts & suggestions are collectively (“Reviews and Comments”). You agree that your Reviews and Comments shall not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and do not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam” or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of an e-mail or other content. LMR has the right, but not the obligation, to remove or edit such content. LMR has the right, but not the obligation to regularly review posted content.

If you do post content or submit material, and unless LMR indicates otherwise in writing, you automatically grant, and you represent and warrant that you have the right to grant, LMR a

nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, adapt, modify, adopt, publish, perform, translate, create derivative works from, disclose, distribute, and display, incorporate and otherwise use such content and all data, images, sounds, text and other things embodied therein for any and all commercial or noncommercial purposes throughout the world in any media without any compensation to you or others. You grant LMR and sublicensees the right to use the name that you submit in connection with such content. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this Agreement and will not cause injury to any person or entity; and that you will indemnify LMR for all claims resulting from content you supply. LMR has the right, but not the obligation, to monitor and edit or remove any such activity or content. LMR takes no responsibility and assumes no liability for any content posted by you or any third party.

## IX

### CODE OF CONDUCT

1. You understand and agree that LMR may, but is not obligated to, review, edit or delete any Content that in the sole discretion of LMR may violate or are deemed by LMR to be inappropriate for any reason. Some reasons may include the Content might be offensive, illegal, or violate rights, hurt, harm, injure, offend or threaten other Visitors or LMR.
2. You are solely responsible for the Content that you publish or display (hereinafter, "*post*") on the Site, or transmit to other Visitors. Do not send LMR any confidential or proprietary information. Any information posted or sent to LMR shall be deemed not confidential and not proprietary. Except for any personally identifiable information LMR may collect from you under the guidelines established in LMR's Privacy Policy, any feedback, data, answers, questions, comments, suggestions, ideas or the like that you do transmit or post to the Site by e-mail, text messages or other communications will be treated as non-confidential and nonproprietary. By posting Content to any public area of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to LMR a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, adapt, modify, adopt, publish, perform, translate, create derivative works from, disclose, distribute, display, incorporate and otherwise use the Communications and all data, images, sounds, text and other things embodied therein for any and all commercial or noncommercial purposes throughout the world in any media without any compensation to you or others.
3. The following is a partial list of the type of Content that is illegal or prohibited on the Site. LMR reserves the right, but does not have the obligation, to investigate and take appropriate legal action in its sole discretion against anyone who violates this Agreement, including this Section IX, and including without limitation, remove offending Communication from the Site and terminating a Visitor's account. It includes Content that:
  - (a) is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

- (b) harasses or advocates harassment of another person;
  - (c) involves the transmission of "junk mail," "chain letters," unsolicited mass mailing or "spamming," or "flooding;"
  - (d) promotes or contains information that is or appears to be false, misleading or promotes illegal activities or conduct that is or appears to be abusive, threatening, obscene, defamatory or libelous;
  - (e) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protected devices, or providing pirated data or links to pirated files;
  - (f) imposes an unreasonable or disproportionately large load on this Site's computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site,
  - (g) through password mining or otherwise, or which in any way promotes or facilitates any such activity; contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - (h) displays pornographic or sexually explicit material of any kind;
  - (i) solicits personal information from anyone;
  - (j) provides instructional information about illegal activities, such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - (k) solicits passwords or personal identifying information for anyone, including other Visitors;
  - (l) and engages in commercial activities and/or sales without LMR's prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
  - (m) Even though all of the items listed in (a) thru (l) above are prohibited, there is the possibility and chance that you might be exposed to such items, and you hereby waive your right to seek and recover any damages from LMR arising from exposure to any such items (including items of a similar kind or nature that are not specifically detailed).
4. You must use the Site in a manner consistent with any and all applicable laws and regulations.
5. You may not engage in advertising to, or solicitation of, other Visitors to buy or sell any products or services through the Site or otherwise. You may not transmit any chain letters or

junk e-mail to other Visitors. Although LMR does not monitor the conduct of its Visitors off the Site, it is also a violation of this Agreement to use any information obtained from the Site in order to harass, abuse, or hurt, harm, injure, intimidate another person, or in order to contact, advertise to, solicit, or sell to any person or Visitor without such person or Visitor's prior written consent.

6. You may not attempt to impersonate another Visitor or person.
7. You may not transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature.
8. You may not modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site.
9. You may not remove any copyright, trademark or other proprietary rights notices contained in the Site or Content.
10. You may not "Frame" or "Mirror" any part of the Site without LMR's prior written authorization.
11. You may not harvest or collect information about products or Visitors from the Site.
12. You acknowledge that LMR may or may not pre-screen Content, but that LMR and its designees shall have the right, but not the obligation, in LMR's sole discretion to pre-screen, refuse or remove any Content that is available via the Site for any reason.
13. You acknowledge, consent and agree that LMR may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any Content, posts, communications that violates the rights of third parties or LMR; (d) respond to your requests for customer service; (e) protect the rights, property or safety of LMR, its Visitors and the public; or (f) for any other purpose that LMR deems appropriate.

## X

### **PRICING & PRODUCT DESCRIPTIONS**

- A. **PRICING.** Although LMR takes pride in having the most current and up to date pricing, some content may contain inaccuracies and/or typographical errors. All prices and omissions are subject to change without prior notice.
- B. **PRODUCT DESCRIPTIONS.** LMR attempts to be as accurate as possible with product descriptions on the Site. LMR may create product descriptions or use product descriptions originally written or provided by a product's manufacturer. However, LMR does not warrant



that product descriptions, whether created by LMR or a product manufacturer, or other content of the Site is accurate, complete, reliable, current, or error-free. If a product offered by LMR is not as described, your sole remedy is to return it in unused condition.

## XI

### DISCLAIMER OF WARRANTY

**THE SITE AND ALL INFORMATION, CONTENT, PRODUCTS (INCLUDING SOFTWARE), MATERIALS, GOODS AND OTHER SERVICES INCLUDED OR MADE AVAILABLE TO YOU BY LMR ON THE SITE ARE PROVIDED BY LMR “AS-IS,” “AS AVAILABLE,” WITH “ALL FAULTS,” AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT ALLOWED BY LAW), UNLESS OTHERWISE SPECIFIED IN WRITING WITH THE PURCHASED GOOD. THE SITE, INFORMATION, AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. LMR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, OR THE INFORMATION, CONTENT, PRODUCTS (INCLUDING SOFTWARE), MATERIALS, GOODS OR OTHER SERVICES INCLUDED ON OR MADE AVAILABLE TO YOU THROUGH THE SITE, UNLESS OTHERWISE SPECIFIED IN WRITING WITH THE PURCHASED GOOD. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, PRODUCTS PURCHASED THROUGH THE SITE, INSTRUCTION SHEETS/GUIDELINES PROVIDED BY LMR OR OTHERS, VIDEOS POSTED BY LMR ON THE SITE, YOUTUBE, OR OTHER SOCIAL MEDIA ARE AT YOUR SOLE RISK. LMR WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, INSTRUCTIONS SHEETS/GUIDELINES, VIDEOS, OR OTHER WRITTEN OR ORAL COMMUNICATIONS OR FROM ANY INFORMATION, CONTENT (INCLUDING VISITOR CONTENT), PRODUCTS (INCLUDING SOFTWARE), MATERIALS, GOODS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.**

**LMR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE SITE OR ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT, INCLUDING PRODUCT DESCRIPTIONS, WHETHER CREATED BY LMR, A PRODUCT’S MANUFACTURER, OR OTHERS, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF ANY SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (V) ANY BUGS, VIRUSES, TROJAN**

**HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD-PARTY, AND (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. LMR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, GOOD OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE SITE OR ANY HYPERLINKED WEB SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND LMR WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS, GOODS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.**

## **XII**

### **LIMITATION OF LIABILITY**

THE PROVISIONS CONTAINED IN THIS SECTION XII SHALL ONLY APPLY IN THOSE JURISDICTIONS WHERE SUCH PROVISIONS ARE NOT RESTRICTED AND SHALL BE EFFECTIVE TO THE FULL EXTENT ALLOWED BY LAW. IN NO EVENT SHALL LMR OR ITS EMPLOYEES, AGENTS, MANAGERS, DIRECTORS OR OFFICERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM RELIANCE ON ANY INFORMATION, CONTENT (INCLUDING INSTRUCTION SHEETS/GUIDELINES, VIDEOS OR OTHER WRITTEN OR ORAL COMMUNICATIONS, PRODUCTS (INCLUDING SOFTWARE), PRODUCT DESCRIPTIONS, MATERIALS, GOODS, SERVICES OR DATA AVAILABLE ON OR OBTAINED THROUGH USE OF THE SITE. LMR AND ITS EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS SHALL NOT BE LIABLE FOR, AND YOU SHALL BE SOLELY RESPONSIBLE FOR, YOUR HARDWARE, NETWORK CONNECTIVITY, HOSTING SERVICES, OPERATIONAL SOFTWARE, THIRD PARTY SOFTWARE, SECURITY, THE BACKUP AND STORAGE OF ANY DATA, AND THE ACTS AND OMISSIONS OF YOUR VENDORS. IN NO EVENT SHALL LMR OR ITS EMPLOYEES, AGENTS, MANAGERS, DIRECTORS OR OFFICERS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DELAYS, INACCURACIES, FAILURES, ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, VIRUSES, COMMUNICATION LINE FAILURES OR THE THEFT, DESTRUCTION, DAMAGE OR UNAUTHORIZED ACCESS TO YOUR COMPUTER SYSTEM OR NETWORK, ARISING FROM USE OF THE SITE OR ANY INFORMATION, CONTENT, PRODUCTS (INCLUDING SOFTWARE), MATERIALS, GOODS, SERVICES OR THE LMR MARKS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, DIRECT, PUNITIVE OR SPECIAL DAMAGES, EVEN IF LMR HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH

DAMAGES. YOU ACKNOWLEDGE LMR IS NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DEFAMATORY, OFFENSIVE, INFRINGING OR ILLEGAL CONDUCT OR MATERIAL FOUND ON OR IN CONNECTION WITH OR TRANSMITTED THROUGH THIS SITE, INCLUDING, WITHOUT LIMITATION, SUCH CONDUCT OR MATERIAL TRANSMITTED BY ANY MEANS BY ANY OTHER PERSON. YOU UNDERSTAND YOUR USE OF THE SITE AND RELIANCE ON ITS MATERIALS IS AT YOUR SOLE RISK. NOTWITHSTANDING THE ABOVE, YOU ACKNOWLEDGE THAT ANY LIABILITY OF LMR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATED TO THE SITE, AND ANY INFORMATION, CONTENT, PRODUCTS (INCLUDING SOFTWARE), MATERIALS, GOODS, SERVICES OR DATA AVAILABLE ON OR OBTAINED THROUGH USE OF THE SITE, SHALL NOT EXCEED TWO TIMES THE AMOUNT OF YOUR PURCHASE FROM LMR OR SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00) IF THERE WAS NO PURCHASE FROM LMR. THE AMOUNT RECOVERED PURSUANT TO THE IMMEDIATELY PRECEDING SENTENCE SHALL BE IN LIEU OF ALL OTHER REMEDIES YOU MAY HAVE AGAINST LMR.

### **XIII**

#### **INDEMNITY**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless LMR and its Affiliates, officers, directors, agents, employees, information providers, licensors, and other partners (collectively, “*Indemnified Parties*”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses ( including reasonable attorney's fees) arising from (i) your use of the Site; (ii) your violation of any term of the Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that your actions caused damage to LMR or a third party; (v) your use of and access to any video published by LMR; (vi) your use of any instruction sheet. The defense and indemnification obligations will survive this Agreement.

### **XIV**

#### **APPLICABLE LAW, FORUM, and VENUE**

With respect to U.S. Customers, and subject to Section XV below, this Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. To the extent permitted by applicable law, you agree that the State of Texas is the proper forum for any disputes, claims or causes of action arising out of or in connection with this Agreement or the Site. Further, to the extent permitted by applicable law, you agree that the proper venue for any dispute arising out of or in connection with this Agree or the Site will be the various state and county courts of McLennan County, Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between

you and LMR as a result of this Agreement or use of this Site. The failure of LMR to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LMR in writing. This Agreement, together with any applicable LMR Policies, comprises the entire agreement between you and LMR and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## XV

### DISPUTES

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THIS SITE, OR TO ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED BY LMR OR THROUGH LMR.COM WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT**, except that you may assert claims in small claims court if your claims qualify. The federal arbitration act and federal arbitration law apply to this agreement.

**THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THIS AGREEMENT AS A COURT WOULD.**

To begin an arbitration proceeding, you must send a letter via FedEx requesting arbitration and describing your claim to: Pakis, Giotes, Page & Bursleson, P.C., Attn: Rodney A. Chamness, 400 Austin Avenue, Suite 400, Waco, Texas 76701. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Waco, McLennan County, Texas.

**YOU AND LMR EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** If for any reason a claim proceeds in court rather than in arbitration **YOU AND LMR EACH WAIVE ANY RIGHT TO A JURY TRIAL.** You and LMR also both agree that you or LMR may bring suit in court to enjoin infringement or other misuse of intellectual property rights. You and LMR each agree to pay and be responsible for one-half of the costs and expenses of the arbitration proceedings, and each party shall pay its own attorney's fees and expenses.

## XVI

### **SITE POLICIES & MODIFICATION**

Please review our other Policies, referenced in Section II above. These Policies also govern your use of this Site. We reserve the right to make changes to our Site, Policies, and these Terms of Use at any time without notice.

If you object to any such changes, your sole recourse shall be to cease using this Site. Continued use of the Site following the effective date any such changes shall indicate your acknowledgement of such changes and agreement to be bound by such changes. LMR may cease all or part of the Site at any time without notice and is not obligated to retain or return any post or comment. If you do not agree to any of these Terms of Use, or the Policies, please do not use the Site.

## XVII

### **ENTIRE AGREEMENT & SEVERABILITY**

The Terms of Use and the Policies, incorporated by reference herein, and collectively referred to as this Agreement, constitute the complete agreement between you and LMR and supersedes all previous or contemporaneous communications, representations, proposals or agreements, either oral or written, with respect to the Site and any information, materials, products, services, LMR Marks or Content available through the Site. If any provision of this Agreement shall be deemed invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions of this Agreement. This Agreement may be waived, only by a written instrument signed by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

## XVIII

### **QUESTIONS/CONTACT**

The Site is provided by LMR. If you have any questions, comments or complaints regarding this Agreement or the Site, feel free to contact our customer service department at 1-866-507-3786 or by e-mail at [customerservice@lmr.com](mailto:customerservice@lmr.com).