#### **TERMS OF USE**

THE FOLLOWING INFORMATION CONSTITUTES 1941 PROVISONS TERMS OF USE (THE "TERMS OF USE"). THESE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THIS SITE.

By using the website located at <a href="www.1941provisions.com">www.1941provisions.com</a> and all related sites (the "Site"), you: (i) warrant that you reside in the United States, and are at least eighteen (18) years of age and have otherwise reached the age of majority according to your state law; (ii) understand that you are entering

into an agreement with 1941 Provisions; (iii) have read the Terms of Use, Terms and Conditions and our Privacy Policy; and (iv) agree to be bound by the Terms of Use, Terms and Conditions and our Privacy Policy. If you are dissatisfied with the Terms of Use, Terms and Conditions, or our Privacy Policy, you agree to discontinue using the Site.

1941 Provisions reserves the right, in its sole discretion, to modify, alter or otherwise update the Terms of Use, Terms and Conditions or our Privacy Policy at any time. Such modifications shall be effective immediately upon posting of the modified terms. By using the Site after we have posted notice of such modifications, alterations or updates, you agree to be bound by the revised terms. 1941 Provisions retains the right to deny access to anyone at its complete discretion for any reason, including for violation of any of these Terms of Use, Terms and Conditions or Privacy Policy.

1941 Provisions strives to ensure that all information on the Site is accurate at all times. However, if a mistake does arise, we will resolve

it as soon as possible. 1941 Provisions also strives to ensure the Site is free from viruses and any other malicious software, but we do not represent nor warrant that our website is free of viruses or other malicious software. 1941 Provisions makes no warranty nor guarantee that the information on our Site is error-free, complete or current. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions.

All references to 1941 Provisions made within these Terms of Use shall be references to and include 1941 Provisions and its subsidiaries ("1941 Provisions").

# TRADEMARKS, COPYRIGHTS AND RESTRICTIONS

This site is controlled and operated by 1941 Provisions or its representatives. All material on the Site, including, but not limited to, images, illustrations, audio clips and video clips, is protected by copyrights, trademarks, registered and unregistered, and other intellectual property rights which are owned and controlled by 1941 Provisions or by other parties that have licensed their material to 1941 Provisions. Material from any website owned, operated, licensed, or controlled by 1941 Provisions may not be copied, reproduced, republished. modified. uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means unless otherwise agreed to in writing by 1941 Provisions. The materials on the Site may not commercial benefit without prior expressed written permission by 1941 Provisions.

1941 Provisions authorizes you to view and access a single copy of the content available on or from the Site solely for your personal use, and any modification of the materials on the Site or use of the materials for any other purpose is a violation of the copyrights and other proprietary rights. Except as expressly allowed by these Terms of Use and/or some other written agreement between you and 1941 Provisions, the use of any such material on any other website or networked computer environment is prohibited. The Site may contain other proprietary notices, trademark and/or copyright information, the terms of which must be observed and followed. Information on the Site may be changed or updated without notice.

addition, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on the Site into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited. You shall not engage in "spidering," "screen scraping," "database scraping," harvesting of user information, or any other automatic means of accessing, logging-in or registering on this website, obtaining or accessing any information from or through the Site. You shall not use the Site in any manner with the intent to interrupt, damage, disable, overburden or impair the Site, or interfere with any other party's use and enjoyment of the Site, including, without limitation, unsolicited messages or "flooding" servers with requests. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site.

You may not use the Site in order to transmit, post, distribute, store or destroy material, including without limitation, content from the Site, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of 1941 Provisions or any other third party, or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

#### **SERVICES**

Any contractual agreements between you and 1941 Provisions will be documented through a separate written agreement between you and 1941 Provisions, although the process may be initiated by submitting information through the Site. 1941 Provisions receipt of any transaction request information does not signify acceptance of any offer regarding the terms of such transaction. 1941 PROVISIONS RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ANY SERVICE DESCRIPTIONS LISTED ON THE SITE, INCLUDING ANY PRICES FOR SUCH SERVICES.

#### **QUOTES**

When you request a quote through this Site, any quotes provided, which are based on information provided to us by you, should be construed only as an estimate. 1941 Provisions has no control over whether you ultimately qualify for the estimate, and 1941 Provisions makes no warranties or guarantees with respect to the estimate.

By completing and submitting a quote request form on the Site, you assert and confirm that you: (i) voluntarily provided us personal information that is your own, and is truthful and accurate to the best of your knowledge; (ii) read and understood the Terms of Use prior to clicking on such button to receive quotes; (iii) agree that your quote request constitutes an established business relationship and your prior express written and signed consent (the "Prior Express Consent") for you to be contacted using any contact information you provided, including any phone numbers you provided, even if any such phone number(s) are registered with any state or federal do not call registry; (iv) understand you may continue to be contacted as permitted by law; and (v) waive any and all rights or claims that you were contacted without your Prior Express Consent, to the extent permitted by applicable law.

When you provide your Prior Express Consent and phone number(s), including mobile phone number(s), you understand and agree that 1941 Provisions may communicate with you for the purpose of marketing services and for all other purposes not prohibited by applicable law.

You may contact 1941 Provisions at any time to change your preference of how we communicate with you. 1941 Provisions honors requests made by you to be added to our internal do not call list, and thereafter, 1941 Provisions will no longer call you at such phone number(s) again, unless you subsequently provide us your proper consent.

WF MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SERVICES QUOTED THROUGH THIS WEBSITE. AND WE LIABILITY ACCEPT NO IN CONNECTION SUCH SERVICES ARE PROVIDED TO YOU THEREWITH. ALL PURSUANT TO THESE TERMS AND USE.

#### THIRD PARTY WEBSITES

1941 Provisions makes no representations whatsoever about any other websites that may be accessed through the Site. When you access a non-1941 Provisions website through the Site, please understand that it is independent from 1941 Provisions, and that 1941 Provisions has no control over the content on that website. In addition, a link to a non-1941 Provisions website does not mean that 1941 Provisions endorses or accepts any responsibility for the content, or the use, of such website. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

## LINKS TO THIS WEBSITE

1941 Provisions welcomes links to the Site. You may establish a hypertext link to the Site, provided that the link directs to the full version of the Site and does not state or imply any sponsorship or endorsement of your site by 1941 Provisions. You are not permitted to link directly to any image or content hosted on the Site or our services, such as using an "in-line" linking method to cause the image or content hosted by us to be displayed on another website. You may not use on your site any trademarks, service marks or copyrighted materials appearing on the 1941 Provisions site,

including, but not limited to, any logos or characters, without the prior expressed written consent of the owner of the mark or right. You may not frame or otherwise incorporate into another website any of the content or other materials on the 1941 Provisions site without the prior expressed written consent of 1941 Provisions.

#### **DISCLAIMER OF WARRANTIES**

1941 Provisions, its affiliates and each of their directors, officers, employees and authorized representatives DO NOT WARRANT THAT THE WEBSITE IS ERROR-FREE OR THAT THE **WEBSITE WILL** BE PROVIDED. MATERIALS FOUND WITHIN THIS WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR OTHER ERRORS. ALL MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, 1941 Provisions, its affiliates and each of officers, employees and directors. authorized representatives DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, NOT LIMITED TO. **IMPLIED WARRANTIES MERCHANTABILITY AND FITNESS FOR** Α **PARTICULAR** PURPOSE. 1941 PROVISIONS, its affiliates and each of their directors, representatives authorized officers. employees and MAKE WARRANTIES THAT YOUR OF USE THE MATERIALS, INFORMATION. SOFTWARE, FACILITIES, SERVICE OR CONTENT IN THE SITE OR ANY WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS. Some jurisdictions do not allow the disclaimer of implied warranties, so these limitations may not apply; however, they SHALL apply to the greatest extent permitted by law.

1941 Provisions, its affiliates and each of their directors, officers, employees and authorized representatives WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND/OR CONSEQUENTIAL **DAMAGES** (SUCH **DAMAGES INCLUDING** WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, LOST DATA, AND/OR COSTS PROCURING SUBSTITUTE OF OR SERVICES) HOWEVER ARISING, EVEN IF YOU SOFTWARE HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. YOU **EXPRESSLY AGREE** 1941 Provisions, its affiliates and each of their officers, employees and authorized representatives SHALL directors. HAVE NO LIABILITY TO YOU **FOR** ANY **CLAIM** AGAINST YOU BY A THIRD PARTY. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IF ANY OF

1941 Provisions, its affiliates and their Respective directors, officers, employees and authorized representatives is RESPONSIBLE FOR ANY DAMAGES, THE MAXIMUM AMOUNT YOU MAY RECOVER FOR ANY AND ALL CLAIMS RELATING TO THIS YOUR USE OF THE WEBSITE SHALL NOT EXCEED TWO HUNDRED DOLLARS (\$200). Some jurisdictions do not allow the exclusion or limitation of certain types of damages, so these exclusions may not apply; however, they shall apply to the greatest extent permitted by law.

No failure or delay by 1941 Provisions in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder by 1941 Provisions preclude further exercise. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by these Terms of Use.

#### INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, 1941 PROVISIONS AND OTHER AFFILIATED COMPANIES, THEIR RESPECTIVE OFFIERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIER FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OF USE BY YOU.

## REGISTRATION

To access some of the services the Site has to offer, you may be asked to provide registration details. It is a condition of use of the Site that all the details you provide be correct, current and complete. To the extent that an individual account is established, it will be your responsibility to maintain the confidentiality of such information, including any username or password information.

You also agree that 1941 Provisions may, in its sole discretion and without prior notice to you, terminate your access to the Site and your account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others attempting to do so, (2) overcoming software security features limiting use of or protecting any content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms of Use or 1941

Provisons Privacy Policy, (5) suspected or actual copyright infringement, (6) unexpected operational difficulties, or (7) requests by law enforcement or other government agencies. You agree that 1941 Provisions will not be liable to you or to any third party for termination of your access to the Site.

We will assume (and by using the Site you warrant that) you have legal capacity to enter into the agreement set out in these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

#### **JURISDICTION**

These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. Any action you, any third party or 1941 Provisions may bring to enforce these Terms of Use or, in connection with, any matters related to this website shall be brought only in either the state or Federal Courts located in Texas, and you expressly consent to the jurisdiction of said courts. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Except to the extent that you and 1941 Provisions into a written agreement regarding the provision of services (including but not limited to provisions services, logistics services. warehouse services or any other services), these Terms of Use are the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing signed by a duly authorized officer of 1941 Provisions.

### **PRIVACY**

Your privacy is important to us. We provide a notice explaining our online information practices and the choices you can make about the way your information is collected and used on the Site. <u>Our Privacy Policy</u> is displayed on the Site, and it is hereby incorporated in and forms a part of these Terms of Use.