

Caravan Supply Company

Internet Web Service Terms of Use

IMPORTANT, PLEASE READ CAREFULLY. THIS IS A LICENSE AGREEMENT

THE TERMS AND CONDITIONS SET FORTH BELOW (THE "TERMS") GOVERN YOUR USE OF THIS SERVICE ON THE WORLD WIDE WEB. THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU AND CARAVAN SUPPLY COMPANY. ("WE" "US") AND GOVERN YOUR ACCESS TO, AND USE OF THE CARAVAN SUPPLY COMPANY SERVICE LOCATED AT WWW.CARAVANSUPPLY.COM AND ANY OF ITS SUBDOMAINS OR ALIASES. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SERVICE AND/OR ANY INFORMATION CONTAINED ON THE SERVICE. YOUR USE OF THIS SERVICE AND/OR THE SERVICES ON THIS SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. CARAVAN SUPPLY COMPANY MAY MAKE CHANGES TO THE SERVICES OFFERED AT ANY TIME, AND CARAVAN SUPPLY COMPANY CAN CHANGE THESE TERMS AT ANY TIME. IF CARAVAN SUPPLY COMPANY CHANGES THESE TERMS, WE WILL POST A CHANGE NOTICE ON THE SERVICE AND WE MAY SEND REGISTERED MEMBERS AN EMAIL NOTICE OF THE CHANGE. YOUR CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES HAVE BEEN POSTED MEANS THAT YOU AGREE TO THE NEW TERMS EVEN IF YOU HAVE NOT REVIEWED THEM.

General Use Restrictions

Caravan Supply Company provides content and other services through the Service. Certain information, documents, products and services provided on and through the Service, including content, trademarks, logos, graphics and images are provided to you by Caravan Supply Company and are the copyrighted work of Caravan Supply Company or Caravan Supply Company's affiliates. The Service also provides, among other things, an online marketplace where you can browse and acquire products and services, which may be subject to third party license agreements. In addition, Caravan Supply Company requires that all redistributors provide resale certificates. If it is found that a customer is buying and reselling unlawfully, Caravan Supply Company reserves the right to withhold unpaid-for service(s) and/or products.

During the term of these Terms, Caravan Supply Company grants you a limited, personal, non-exclusive and non-transferable license (“user account”) to use the services, the Service and the Software solely for the use of the individual or business that is outlined upon the creation of an account with Caravan Supply Company. You acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Materials or the Software in any manner. This limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination of this limited license, you agree to immediately destroy any downloaded or printed Materials or Software. Except as stated herein, you acknowledge that you have no right, title or interest in or to the Service, any Materials or the Software on any legal basis.

Your Registration Obligations.

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service'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 Caravan Supply Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Caravan Supply Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

By using all or part of this Service, you consent to receiving electronic communications from Caravan Supply Company and its partners and affiliates. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our Service. These electronic communications are part of your relationship with Caravan Supply Company and you receive them as part of your use of the Service. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Privacy Policy.

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy

Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Caravan Supply Company and its affiliates.

Password Restricted Areas of the Service.

When a visitor to the Service registers to become a member ("Member"), they will select an available user name ("Membership Name") and a corresponding user password ("Membership Password") to create a unique, personal account (a "Membership Account"). The Member shall also be required to specify whether they are registering as an individual or on behalf of a company or entity (and, if so, the name of the company or entity). You will need a Membership Password to login to the Service and use certain functions and areas within the Service ("Restricted Areas"). If you are an authorized Member of the Restricted Areas, you are responsible for maintaining the confidentiality of your password and account, and agree to notify Caravan Supply Company if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your account. You agree to immediately notify Caravan Supply Company of any unauthorized use of your account or any other breach of security in relation to the Service known to you. You will not use other members' contact information gathered from Restricted Areas of the Service for commercial purposes and agree not to provide any other Member's contact information to any third party that is not a Member of Caravan Supply Company.

Subscription / Enterprise Pricing and Changes.

Caravan Supply Company provides some recurring monthly services. When a Member of the Services chooses to become an Account holder, they will enter additional data, possibly including payment information within their Account, and agree to a contract with its own Terms that exist outside of this Terms of Use. With respect to Software or Services provided on a Cash-Only basis, Subscriber agrees that Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, may from time to time either increase or decrease the fee(s) for all or any portion thereof, and that any such adjustment, when made by Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, shall apply effective as of the expiration of the then-current subscription term. If Subscriber objects to any fee change, Subscriber's sole remedy shall be to elect not to renew the Service at the expiration of the then-current subscription term. Each subscription term begins on the day Caravan Supply Company receives full payment of the applicable fees from Subscriber or Caravan Supply Company's authorized resale partner, as applicable, and

expires either 14 days or 1 year later, depending on the subscription type selected in the applicable order. The subscription term will automatically renew for additional periods unless Subscriber elects not to renew on or before the expiration date. If Subscriber purchases additional subscription Software or Services, the subscription term for such additional Software or Services will be coterminous with the preexisting subscription term. The fee for any additional subscriptions purchased in the middle of a billing month will be charged in full for that billing month. Reductions will be effective at the end of the then-current term; No refunds or credit adjustments will be given.

Payment method; Credit Card Authorization.

You must provide Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, with valid credit card or approved purchase order information. Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, may require, and Subscriber agrees that such fees shall be paid by means of credit card payments or other forms of electronic funds transfers, and to implement measures enabling Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, to initiate such electronic funds transfers. If you are paying by credit card, only valid credit cards acceptable to Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, may be used by you to make payment, and all authorized refunds will be credited to the same card. Until all amounts due have been paid in full, you hereby authorize Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, to charge any credit card provided by you all amounts due under the Agreement from time to time, including without limitation, ongoing Subscription and installment and other payments, taxes, and additional fees. If the credit card cannot be verified, is invalid, is declined, or is not otherwise acceptable or if Caravan Supply Company does not receive payment from its authorized resale partner for your purchase or subscription, the Software and Services may be terminated, deferred, suspended, or cancelled by Caravan Supply Company without notice at Caravan Supply Company's discretion and Caravan Supply Company may generate invoices for payment. You agree to update your credit card information to keep it current at all times and that Caravan Supply Company or Caravan Supply Company's authorized resale partner, as applicable, may submit charges for processing even if the card appears to have expired. A credit card authorization form must be completed for all payments made by credit card. All prices are given and must be paid in the currency listed. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Unless otherwise provided by law or in connection with any particular service offer, all charges are non-refundable.

Taxes.

All fees are exclusive of all taxes, fees, levies, duties or similar charges arising out of or relating to the Agreement, and you shall be responsible for payment of all such taxes, fees, levies, duties or similar fees, excluding only taxes based solely on Caravan Supply Company's income.

Shared resources

A Member or Subscriber ("User") shall acquire "Shared resource" Items through the Service, and such Marketplace Items may be subject to an applicable content download agreement based on criteria specified by such User. A User may acquire Shared resource Items for a particular use(s) only if they pay with the applicable number of Credits (as defined below) on the Service, and only if they agree to the terms and conditions of any applicable content download agreement for such Marketplace Item and such use(s).

Credits and Payments.

Transactions in the Marketplace, including the purchase of products or services, shall be conducted using United States Dollars ("Dollars") in accordance with Caravan Supply Company's pricing and payment policies and subject to any amounts that may be owed to Caravan Supply Company with respect to such transactions. In the event you purchase a Marketplace Item, the appropriate number of Dollars shall be billed to your account.

Use of Marketplace Products and Services.

You may only acquire Marketplace Items from the Service in accordance with the terms and conditions of this Agreement and of any applicable content download agreement. You may not use, reproduce, distribute, display or create derivative products or services based on any Marketplace Items or other goods or services that appear on the Service unless you enter into a content download agreement, and you may do so only to the extent expressly permitted under the terms and conditions of an applicable content download agreement.

You acknowledge and agree that no ownership of any Marketplace Items can be transferred, and that no sale of any Marketplace Items can be effectuated, on or through the Service. Only the rights expressly sublicensed in an applicable content download agreement are granted on or through the Service. You acknowledge and agree that Caravan Supply Company or its third-party providers retain all ownership rights in and to the Marketplace Items, and that such Marketplace Items are protected by copyright,

trademark and other intellectual property rights of Caravan Supply Company or its third-party providers.

Termination.

Caravan Supply Company may, at any time, terminate this Agreement in its sole discretion, including, without limitation, for breach by you of any of your representations, warranties or obligations under this Agreement, or for inactivity as it relates to the Service for a period of 90 days. You may, at any time, terminate this Agreement by logging into your Membership Account on the Service and selecting to cancel your Caravan Supply Company account. In the event termination is by Caravan Supply Company, Caravan Supply Company shall notify you of such termination. Caravan Supply Company reserves the right, in its sole discretion, to terminate your Membership Account at any time, including, without limitation, deactivating your Membership Name and Membership Password.

Effect of Termination.

Upon any termination of this Agreement:

- (a) Your Membership Account shall be cancelled and closed and your Membership Name and Membership Password shall be deactivated;
- (b) All Shared resource Items uploaded by you shall be removed from the Service; provided, however, that Caravan Supply Company may continue to use the Marketplace Item for internal archival and reference purposes;
- (c) You shall forfeit all right, title and interest in and to any and all Credits; and
- (d) Caravan Supply Company will permanently delete your Presentations and Materials within 24 hours of the effective date of termination.

Termination of this Agreement shall not relieve you of any payment obligations that may have arisen prior to such termination, or any other obligations pursuant to any other agreement that has not been specifically terminated.

Suspension.

Caravan Supply Company reserves the right, in its sole discretion, to suspend your Membership Account at any time and for any length of time. In the event, and for so long as, Caravan Supply Company suspends your Membership Account, you shall have no ability to purchase any Marketplace Items or other goods or services on the Service, but you may continue to access your Membership Account using your Membership

Name and Membership Password. For clarification purposes, Caravan Supply Company shall not remove any Marketplace Items or other goods or services you have purchased prior to suspension of your Membership Account and such Marketplace Items or other goods or services shall continue to be available.

Third Party Content.

Certain information and content that are not Presentations may be provided by third party licensors and suppliers to Caravan Supply Company ("Third Party Content"). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Unless you have permission from the owner of the Third Party Content, you agree to only display the Third Party Content on your personal computer solely for your personal or business use. You acknowledge and agree that you have no right to download, cache, reproduce, modify, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content. Caravan Supply Company DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Links to Third Party Services.

This Service may be linked to other Services that are not Caravan Supply Company Services. Caravan Supply Company is providing these links to you only as a convenience, and Caravan Supply Company is not responsible for the content or links displayed on such Services.

Unauthorized Activities.

Presentations and unauthorized use of any Materials or Third Party Content contained on this Service may violate certain laws and regulations. You shall indemnify and hold Caravan Supply Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) Caravan Supply Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Service or the use of the Service by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third party. Proprietary Rights.

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Caravan Supply Company is a trademark of Caravan Supply Company in the United States. All other trademarks, names and logos on this Service are the property of their respective owners.

Unless otherwise specified, all information and screens appearing on this Service including documents, services, Service design, text, graphics, logos, images and icons, as well as the selection and arrangement thereof, are the sole property of Caravan Supply Company, Copyright © 1991-2019 Caravan Supply Company. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. Copyright and Trademark Infringements.

Notification:

Caravan Supply Company respects the intellectual property of others, and we ask you to do the same. Caravan Supply Company may, in appropriate circumstances and at our discretion, terminate or suspend service and/or access to the Service or Restricted Areas of the Service to users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or a trademark infringement and appears on our Service, please provide Caravan Supply Company's copyright agent the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Caravan Supply Company to locate the material.

Information reasonably sufficient to permit Caravan Supply Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted. A statement

that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Caravan Supply Company's agent for notice of claims of copyright or trademark infringement on this Service can be reached as follows:
By e mail

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Counter-Notification:

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

A physical or electronic signature of the user. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled. The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

By e mail:

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Only the intellectual property rights owner may report potentially infringing items through Caravan Supply Company's reporting

system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner and they can choose whether to use the procedures set forth in these Terms.

Disclaimer of Warranties.

Your use of this Service, any Software and/or the services is at your own risk. Neither the Materials nor the Third Party Content have been verified or authenticated in whole or in part by Caravan Supply Company, and they may include inaccuracies or typographical errors. Caravan Supply Company does not warrant the accuracy of timeliness of the Materials or the Third Party Content contained on this Service. Caravan Supply Company has no liability for any errors or omissions in the Materials and/or the Third Party Content, whether provided by Caravan Supply Company or our licensors

Caravan Supply Company, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICE, THE SOFTWARE, THE SERVICES OR ANY MATERIALS OR THIRD PARTY CONTENT. RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED ON THE SERVICE, INCLUDING WITHOUT LIMITATION THE MATERIALS AND THE THIRD PARTY CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE SOFTWARE, THE SERVICES, MATERIALS, THIRD PARTY CONTENT AND ANY INFORMATION OR MATERIAL CONTAINED ON THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CARAVAN SUPPLY COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Limitation of Consequential Damages.

Caravan Supply Company SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR

DOWNLOADING ANY MATERIAL ON THE SERVICE OR RELATING TO YOUR PRESENTATIONS OR THE SOFTWARE. IN NO EVENT SHALL Caravan Supply Company BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING EVEN IF Caravan Supply Company KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

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Limitation on Damages.

IN NO EVENT SHALL Caravan Supply Company'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FIVE HUNDRED DOLLARS (USD \$500).

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Local Laws; Export Control.

Caravan Supply Company controls and operates this Service from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Service outside the United States of America, you are responsible for following applicable local laws.

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General.

California law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Any disputes relating to these Terms or the Service will be heard in the courts located in California. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Caravan Supply Company's failure to enforce any of these Terms is not a waiver of such term. The Terms are the entire agreement between you and Caravan Supply Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Caravan Supply Company about the Service. The proprietary rights, disclaimer of warranties, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.