



**TRAVCO PRODUCTS, INC.**

851 QUALITY DRIVE  
LANCASTER, SC 29720  
1-888-699-5970

*Effective Date: July 10, 2019*

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We may change these Terms at any time by posting revisions to them on the Web Site without notice to you. Accordingly, you should refer to these Terms occasionally to ensure that you are aware of any additions, revisions, or modifications that we may have made to these Terms, as they are binding on you. Your continued use of the Web Site after such changes are posted constitutes acceptance of each revised Terms. All changes are effective immediately when we post them, and apply to all access to and use of the Web Sites thereafter.

The Web Sites are offered and available to users who are 13 years of age or older. By using this Website, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Web Sites.

1. Description of Web Site Services

The Web Sites include information and functionality for you, including various communications tools and shopping services. Unless explicitly stated otherwise, any new features that augment or enhance the Web Sites, including the

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release of new or specialized services, are subject to these Terms. We may add, change, remove, suspend or discontinue any aspect of the Web Sites at any time without notice to you. We may also impose limits on certain features and services or restrict access to parts of or all of the Web Sites without notice or liability. It is your responsibility to obtain and pay for access to the Internet, necessary to use the Web Sites, as well as to provide all necessary equipment for your Internet connection.

## 2. Intellectual Property

All past, present and future content, including, without limitation, information, software, text, displays, words, pictures, graphs, charts, images, video and audio, and the design, selection and arrangement thereof, and other matters presented or made available on the Web Sites, along with trademarks, logos, domain names, trade names, service marks and trade identities; any and all copyrightable material (including source and object code); and all other materials related to the Web Sites, including, without limitation, the "look and feel" of the Web Sites (collectively the "Information") are protected by applicable copyrights and other proprietary rights (including, without limitation, intellectual property rights) and are the property of Travco or its licensors. By accessing the Web Sites, you agree that Travco is not offering for sale or selling the Information, but instead is granting a limited, royalty free, non-exclusive, revocable, non-commercial, non-assignable, non-transferable license for you to use the Information for your own personal use or, if you are using one of our business to business Web Sites, for your internal business purposes related to the services offered on that particular Web Site. However, the license is granted only if you retain all trademark, copyright and other proprietary notices contained in the original Information or any copy you may make of the Information pursuant to these Terms. Unless otherwise set forth in a separate written agreement signed by Travco, you agree that this license does not permit you to: (i) download Information from a Web Site for use in a commercial manner, including competing in any manner with us or assisting another person to compete in any manner with us; (ii) make or modify copies of any Information on the Web Sites except to the extent that your Browser may temporarily cache graphics or images through its standard features or your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (iii) sell the Information downloaded (or copied in another form) for money, barter, exchange, or other consideration; (iv) redistribute the Information for free to anyone (except, if you are using one of our business to business Web Sites, to your bona fide employees who need the Information for internal business purposes related to the services offered on that Web Site); (v) otherwise publish the Information for any purpose, including commercial gain; or (vi) make any alterations, additions or other modifications to the Information, including deleting or altering any copyright, trademark or other proprietary rights notices from the Information.



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All trademarks, service marks, trade names or other identifying marks displayed on the Web Sites (the "Marks") are owned by us and/or our respective licensors. Except as applicable law may provide otherwise or as consented to in advance in writing by us, we do not consent to any use of the Marks by any person and do not grant you any right to use the Marks displayed on the Web Sites.

### 3. User Account and End User License Agreements

Registration may be required to use certain portions of the Web Sites (e.g., newsletters, sweepstakes, contests, sales, etc.). In some instances, these Terms and separate end user license agreements or terms of use that set forth additional conditions may apply to a service or product offered via the Web Sites. To the extent there is a conflict between these Terms and the terms of any applicable end user license or similar agreement, the end user license or similar agreement will control, unless the additional conditions expressly state that these Terms will control. In cases where there are no additional terms or conditions stated for any such registrations, services or products, these Terms will control. Registration data and certain other information about you are subject to the Privacy Policy posted at the Web Site on which you are providing your information. Please read that Privacy Policy for information regarding how your data will be handled. By using the Web Sites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

If you choose to provide information to the Web Sites, you agree to provide only true, accurate, current and complete information. If you create a user account, you agree to accept responsibility for all activities that occur under your account, and agree you will not sell, transfer or assign your user account. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your Browser so that others may not access any password-protected portion of the Web Sites using your name, username or password.

### 4. Prohibited Uses

You agree that you will not use the Web Sites to:



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1. Upload, post, e-mail, transmit, display, distribute, promote, or otherwise make available: (a) any material that is false, unlawful, threatening, tortious, disparaging (including disparaging of Travco, parents, subsidiaries or affiliates), anything that adversely affects our business, or is abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent, or that promotes violence, racial hatred, terrorism, or illegal acts, or is otherwise objectionable in our sole discretion; (b) information, software, or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark, patent, trade secret, rights of privacy or publicity or any other proprietary right; (c) material of any kind that contains or links to malware including, without limitation, to viruses, Trojan horses, time bombs, worms, spyware or bots; (d) information or material of any kind that constitutes or contains false or misleading indications of origin or statements of fact, including, without limitation, by forging any TCP/IP packet header, any part of the header information in any transmission to the Web Sites, or otherwise manipulating identifiers to disguise the origin of any content transmitted to or from the Web Sites; or (e) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," requests for money, petitions for signature, or any other form of solicitation;
  2. Encourage, promote, solicit or commit conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, federal or international law or otherwise make available any material that exploits or harms any individual, corporation or other entity;
  3. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
  4. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Web Sites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in communication on the Web Sites;
  5. Stalk, abuse, sexually exploit, violently exploit, act violently toward or otherwise harass another user;
  6. Use or attempt to use another's information, account, password, service or system except as expressly permitted by that person;
  7. Solicit or collect personal data including telephone numbers, addresses, last names, or email addresses, about other users.

Additionally, you agree not to use the Website:

1. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);



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2. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
  3. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Web Sites, or which, as determined by us, may harm Travco or users of the Web Sites or expose them to liability;
  4. In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Web Sites, including their ability to engage in real time activities through the Website;
  5. To employ any robot, spider or other automatic device, process or means to access the Web Sites for any purpose, including monitoring or copying any of the material on the Web Sites;
  6. To use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
  7. To use any device, software or routine that interferes with the proper working of the Web Sites;
  8. To introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
  9. To attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Web Sites, the server on which the Web Sites are stored, or any server, computer or database connected to the Web Sites;
  10. To attack the Web Sites via a denial-of-service attack or a distributed denial-of-service attack;
  11. To otherwise attempt to interfere with the proper working of the Web Sites.

You represent, warrant and agree that you will comply with the above acceptable use policy.

#### 5. Linking Policy

We permit non-defamatory and non-disparaging links to the Web Sites that are fair and legal and do not damage our reputation or take advantage of it, but only if all of the following conditions are met: (i) unless we provide advance, written approval, it is clear in the text associated with the link that Travco has not endorsed the owner of the referring web site, the contents of the referring page, and that any statements made therein, particularly about the efficacy or use of Travco's' products, have not been reviewed or approved by Travco; (ii) no use is made of Travco trademarks except that the Travco's word marks may be used solely to identify genuine Travco products if appropriate attribution is provided immediately accompanying the word mark (e.g., "Curaflex® is a registered trademark of Travco Products, Inc."); (iii) the linking does not frame or create a browser or border environment around any of the Information; (iv) the referring web site does not present false information about Travco or its products or services; (v) the referring web site does not contain content that could be construed as distasteful or offensive; and (vi) the links on the referring web site are established by owners of the referring web site. Notwithstanding anything to the contrary contained in these



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Terms, we reserve the right to deny permission to link to the Web Sites for any or no reason. Additionally, you agree to cooperate with us in causing any unauthorized framing or linking immediately to cease.

#### 6. Links To Other Web Sites

The Web Sites may contain hyperlinks to other web sites ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Web Sites and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of use and privacy policies and may have different practices and requirements than the Web Sites. Travco does not have knowledge of, and is not responsible for, content provided by any Other Site. Travco has no control over the contents of those Other Sites, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the Other Sites inked to this Web Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Other Sites. Accordingly, Travco does not warrant or make any representation regarding the legality, accuracy, or authenticity of content presented on Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by Travco of any Other Sites or their content.

#### 7. Promotions

The Web Sites may contain or offer sweepstakes, contests or other promotions, which may be governed by a separate set of rules that describe the sweepstakes, contest or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid or restricted, and to determine the sponsor's requirements of you in connection with the applicable sweepstakes, contest or promotion.

#### 8. Copyrights and Copyright Agents

If you believe that your work has been copied on the Web Sites in a way that constitutes copyright infringement, please provide Travco's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright 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; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the



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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; and (f) 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.

Travco's copyright agent for notice of claims of copyright infringement on or regarding the Web Sites can be reached as follows:

By email:

Attn: Slaven Jesic

General Counsel

[legal@travcoproducts.com](mailto:legal@travcoproducts.com)

By mail: Travco Products, Inc.

Legal Department

851 Quality Drive

Lancaster, SC 29720

1-888-699-5970 [phone]

NOTE: This contact information is for inquiries regarding potential copyright infringement only.

#### 9. No Medical Advice; Inquiries Regarding Medical Issues

We may provide information concerning certain scientific matters related to our products, but neither this information nor any other Information on the Web Sites constitute medical or veterinary advice for the diagnosis or treatment of humans or animals. Travco does not make claims that any of its products are intended for the diagnosis, treatment, mitigation, cure or prevention of disease. Unless otherwise noted, none of our products have been evaluated, reviewed, or approved by the United States Food and Drug Administration.

If you contact us via the Web Sites, we do not guarantee a response. However, if we do respond, our response does not constitute a diagnosis or a recommendation for a treatment and you should always contact your health care professional before taking any medical steps.

Additionally, if you are a Medical Doctor or a Doctor of Veterinary Medicine, you should not base your opinion solely or primarily upon information obtained from the Web Sites.

All responses to questions provided by us are provided "as is" and without warranty of any kind. You should not rely upon any Information provided by us or any information that may be provided by a third party on the Web Sites for the



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purposes of medical treatment or otherwise. Travco assumes no responsibility whatsoever for any erroneous advice or other information provided on the Web Sites, whether provided by us or a third party.

We do not undertake any duty to monitor or update the statements made by us or third parties on the Web Sites (and any monitoring that is done is solely for our own business purposes and not as any duty undertaken for the protection of you or other users). You agree not to sue or make any claim of any kind against us, our employees or agents, or against any third party who has provided information.

#### 10. Third Party Information

Third parties may provide some of the information on the Web Sites ("Third Party Information"). You should be aware that Third Party Information might contain errors, omissions, inaccuracies, be outdated, or contain inadequacies and that the Third Party Information may be subject to terms and conditions, which may be found on the Web Sites or in the documents and policies of third parties. We make no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of any Third Party Information and will not be liable for any lack of the foregoing. Third party advertisers may offer goods, services and other materials to you on the Web Sites. Your correspondence and business dealings with others found on or through the Web Sites including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the advertiser. You agree that Travco will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such products, services, and other Third Party Information on the Web Sites.

Descriptions of, or references to, products, services or publications within the Web Sites do not imply endorsement of that product, service or publication.

#### 11. Information You Submit

The Web Sites may contain functionality through which you can upload or otherwise submit information, data, software, messages, photographs, audio, video, text and other materials to the Web Sites ("Submissions"). For example, the Web Sites may offer forums, bulletin boards, wikis, chat rooms or other interactive areas ("User Forums"). Travco, its parents, subsidiaries, or affiliates and the directors, officers, employees, and other representatives of each of them do not endorse the content posted in User Forums. Travco reserves the right, but is not obligated, to delete, move or edit Submissions, in whole or in part, submitted by you to a User Forum for any or no reason in its sole discretion. We reserves the right to suspend or terminate your access to the Web Sites and pursue all legal remedies if we believe your Submission infringes or violates another's rights or otherwise violates any





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law, rule or regulation. You agree that you are prohibited from accepting payment for Submissions, including without limitation, accepting payment for the inclusion of a logo, brand or other commercial content, in Submissions.

Your Submissions are your sole responsibility. This means that you, and not Travco, are entirely responsible for all of the Submissions that you upload, post, e-mail, transmit or otherwise make available via the Web Sites. If you post personal information in User Forums or on other publicly available areas of the Web Sites, then you may receive unsolicited messages from third parties. Travco cannot ensure the security of any information you post on publicly available areas of the Web Sites. Under no circumstances will we be liable in any way for any of your Submissions including, without limitation, any errors or omissions in your Submissions, or for any loss or damage of any kind incurred as a result of your Submissions. You represent that each of your Submissions is an original work by you or you have all necessary rights in it and to submit it to Travco under these Terms; that it is not defamatory; and that it does not infringe upon, misappropriate or violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity or privacy or any other proprietary rights or otherwise violate any law, rule, or regulation.

Except as otherwise described in the posted Privacy Policy or other agreement on the Web Site at which you provide your Submissions, your Submissions will be treated as non-confidential and non-proprietary. We will not be liable for any use or disclosure of your Submission to anyone, including, without limitation, to claimed intellectual property owners. When you upload your Submissions via the Web Sites, you irrevocably grant to Travco, its parents, subsidiaries, affiliates, partners and the directors, officers, employees, licensed assigns and the representatives of each of them a non-exclusive, worldwide, royalty-free, perpetual license without any credit or compensation to you, to use, reuse, modify, alter, display, archive, publish, sub-license, perform, reproduce, disclose, transmit, broadcast, post, sell, translate, create derivative works of, distribute and use for advertising, marketing, publicity and promotional purposes, any of your Submissions or portions of your Submissions, and your name, voice, likeness and other identifying information contained in your Submission, in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever including, without limitation, developing, manufacturing and marketing products using such Submissions. You hereby waive any moral rights you may have in and to any of your Submissions, even if such material is altered or changed in a manner not agreeable to you. You agree and understand that Travco, its parents, subsidiaries, affiliates, and partners are not obligated to use your Submissions submitted through the Web Sites or otherwise, and may alternatively choose to discard, and limit or block access to Submissions without any liability whatsoever.

You acknowledge that the Web Site, through Travco, its parents, subsidiaries, affiliates, and partners undertakes no obligation to pre-screen your Submissions, but that it has the right, in its sole discretion to modify, transmit over



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TRAVCO DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEB SITES IS LAWFUL IN ANY



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TRAVCO, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES AND THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM WILL NOT BE LIABLE FOR THE USE OF THE WEB SITES INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

### 13. Disclaimers/Limitation of Liability

YOU UNDERSTAND AND AGREE THAT TRAVCO LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE WEB SITES AS SET FORTH BELOW:

UNDER NO CIRCUMSTANCES WILL TRAVCO, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES AND THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "TRAVCO ENTITIES AND INDIVIDUALS") BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE WEB SITES, THE INFORMATION, OR YOUR SUBMISSIONS; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE WEB SITES; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY TRAVCO OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEB SITES OR CONTENT; (4) ANY ACTION TAKEN IN CONNECTION WITH INTELLECTUAL PROPERTY OWNERS; (5) ANY ERRORS OR OMISSIONS IN THE WEB SITES' TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE TRAVCO ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES



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WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEB SITES)... SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE TRAVCO ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

THE TRAVCO ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, MODEM, CELL PHONE, HARDWARE, SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

YOUR ACCESS TO AND USE OF THIS WEB SITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEB SITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEB SITE OR THE INFORMATION.

YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF TRAVCO'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY OR PRODUCT, OWNED OR CONTROLLED BY TRAVCO AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR SUBMISSIONS, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT OR EXPLOITATION OF ANY TRAVCO WEB SITE OR YOUR SUBMISSIONS OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEB SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### 14. Indemnity

You agree to defend, indemnify and hold harmless the Travco Entities and Individuals for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with these Terms, including, without limitation: (a) your use of the Web



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Sites; (b) your violation of these Terms or any law, rule or regulation; (c) your use of the Information; or (d) any of your Submissions. You will cooperate as fully and reasonably as required by Travco in the defense of any claim. Notwithstanding the foregoing, Travco retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Travco herein under the terms and provisions of this Section 14 and in no event will you settle any such claim without Travco's prior written approval.

#### 15. Governing Law, Jurisdiction and Venue, Geographic Restrictions

This Agreement will be governed by and construed under the laws of the State of South Carolina, without reference to its conflict of law principles. The parties agree to submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Lancaster County, South Carolina in any action to enforce (or otherwise arising from or relating to) this Agreement. The owner of the Web Sites is based in the state of South Carolina in the United States. We provide the Web Sites for use only by persons located in the United States. We make no claims that the Web Sites or any of the contents are accessible or appropriate outside of the United States. Access to the Web Sites may not be legal by certain persons or in certain countries. If you access the Web Sites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### 16. Miscellaneous

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Web Sites and the Information, including, without limitation, those governing your transmission or use of any software or data. These Terms and any applicable end user license or similar agreements contain the sole and entire agreement between the parties with respect to the Web Sites, the Information and your Submissions and supersedes any and all other prior written or oral agreements between them. The section titles in these Terms are for your convenience only and do not have any legal or contractual effect. You agree that these Terms will not be construed against Travco by virtue of Travco having drafted these Terms. If any provision of these Terms will be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action will be strictly construed and will not affect the validity or effect of any other provision of these Terms. No waiver on the part of Travco of any of these Terms will be of any force or effect unless made in writing and signed by an authorized officer of Travco.

#### 17. Termination

You understand and agree that Travco will determine your compliance with these Terms in its sole discretion. Travco



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