

## TERMS OF USE

Updated 08/10/2017

Terra Group, LLC (d/b/a “VLES Designs”) (collectively referred to as “VLES,” “we,” “us,” “our”) manufactures, markets, and sells the GO-Bag emergency preparation backpack and storage product (the “Product” or the “GO-Bag”).

**THIS DOCUMENT, AND THE TERMS AND CONDITIONS IT CONTAINS, CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND VLES** (the “Agreement”). By accessing or using the Product, (1) you agree to be bound by all terms and conditions provided by VLES, which includes the contents of this Agreement and any additional terms incorporated by reference (“Additional Terms”) (such contents and additional terms collectively, the “Terms”), on behalf of yourself or the entity you represent; (2) you represent and warrant that you have the right, authority, and capacity to accept and agree to these terms on behalf of yourself or the entity you represent; and (3) you represent that you are of sufficient legal age in your jurisdiction or residence to use or access the Product and enter into this Agreement.

These Terms govern your use of the Product. By using the Product, you are agreeing to accept and abide by the Additional Terms, including, but not limited to:

1. VLES’ Privacy Policy (“Privacy Policy”), which describes VLES’ policies with respect to the collection, use, and disclosure of you personal information;
2. The Product’s limited warranty (“Limited Warranty”);
3. Any additional purchasing terms that VLES includes with the Product;
4. Any rules, terms or guidelines associated with participation in sweepstakes, referral programs or other promotions; and
5. Any additional terms or conditions VLES may supply from time to time.

### **Disclaimers**

VLES DOES NOT PROMISE THAT YOUR USE OF THE PRODUCT WILL PROVIDE SPECIFIC RESULTS. THE GO-BAG THAT IS SOLD TO YOU CONTAINS GOODS THAT ARE NOT MADE BY VLES (SUCH GOODS, “SUPPLIER GOODS”). VLES DOES NOT PROMISE THAT THE SUPPLIER GOODS INCLUDED IN YOUR GO-BAG WILL LOOK IDENTICAL TO THE SUPPLIER GOODS INCLUDED IN PHOTOGRAPHS OF THE PRODUCT THAT ARE PICTURED ON OUR WEBSITE OR ANY OTHER PROMOTIONAL MATERIALS.

### **Limitation of Liability**

Nothing in these Terms and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO ANY OTHER LIMITATIONS OR DISCLAIMERS CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL: (1) VLES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, OR OTHER INTANGIBLE LOSSES, ARISING FROM OR RELATING TO THE PRODUCT, EVEN IF VLES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND (2) VLES' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO VLES OR VLES' AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR TWELVE (12) MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. VLES DISCLAIMS, AND YOU HEREBY DISCHARGE, WAIVE, AND RELEASE VLES OF ALL CLAIMS, LIABILITIES, AND DAMAGES, ARISING OUT OF OR RELATING TO VLES' LICENSORS AND SUPPLIERS.

## **General Provisions**

### Governing Law; Dispute Resolution

You agree that these Terms, and any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to these Terms or your use of the Product shall be governed by the laws of the State of Vermont without giving effect to any conflict of laws that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts in or for Chittenden County, Vermont for the purpose of litigating all such claims or disputes, unless such claim or dispute is required to be arbitrated as set forth in another section. Notwithstanding the above, the courts in some countries will not apply Vermont law to some types of disputes. If, and only if, you reside in one of those countries where Vermont law is excluded from applying, your country's laws will apply to such disputes related to these terms.

### Protection of Confidentiality and Intellectual Property Rights

Notwithstanding the preceding subsection, VLES may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

### Entire Agreement/Severability

These Terms constitute the entire agreement between you and VLES regarding use of the Product. Any failure by VLES to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for

any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.

#### Survivability

All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

#### Assignment

These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without VLES' prior written consent. These Terms may be assigned by VLES without restriction. These Terms are binding upon any permitted assignee.

#### Printed Version

A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without the prior written consent of VLES, but VLES may assign or transfer these Terms, in whole or in part, without restriction.

#### Section Titles

The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via email or regular mail. The Service may also provide notices to you of changes to these Terms of Use or other matters by displaying notices or links to notices generally on the Service.

#### Notifications

VLES may provide notifications to you as required by law or for marketing or other purposes via (at its option) email, mobile notifications, hard copy, or posting of such notice on the Site. VLES is not responsible for any automatic filtering you or your network provider may apply to email notifications.

#### Contact

Please contact us at 802-881-0353 to report any violations of these Terms of Use or if you have any questions regarding these Terms of Use or the Product.