

## ***TERMS AND CONDITIONS***

Please read this Terms of Service agreement (the “Agreement”) carefully. Your use of the Site (as defined below) constitutes your agreement to this Agreement.

This Agreement is between you (“you”) and ***Kuebler’s Navy, Inc.*** (“***Kuebler’s Navy***,” “we,” “us”, “our”) concerning your use of the site currently located at <http://www.kammo.org> (together with any successor site(s), the “Site”).

1. Acceptance of Terms. The Site is made available by ***Kuebler’s Navy*** subject to this Agreement. We reserve the right to update or make changes to this Agreement from time to time in our sole discretion, which changes we may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the “LAST UPDATED” legend at the top of this Agreement. When using particular services on the Site, you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to such services, which are hereby incorporated by reference into this Agreement.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any service, content, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

2. Jurisdictional Issues. The Site is hosted by ***Kuebler’s Navy*** from the United States, and is not intended to subject ***Kuebler’s Navy*** to the laws or jurisdiction of any state, country or territory other than that of the United States. ***Kuebler’s Navy*** does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

3. Information Submitted Through the Site. Your submission of information through the Site is governed by ***Kuebler’s Navy’s*** Privacy Policy, which is located at <http://www.kammo.org/PrivacyPolicy.html> (the “Privacy Policy”). This Agreement incorporates by reference the terms and conditions of the Privacy Policy. You represent and warrant that any information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site.

4. Rules of Conduct. While using the Site you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; any failure to comply may also result in termination of your access to the Site pursuant to Section 12 below. You agree that you will not:

Post, transmit, or otherwise make available, through or in connection with the Site:

Anything that is or may be (a) threatening, harassing, degrading, hateful, discriminating or intimidating; (b) defamatory, slanderous or libelous; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; (e) unlawful or in violation of any local, state or federal statute, rule or regulation, or (f) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.

Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."

Any virus, worm, Trojan horse, Easter egg, time bomb, spyware, malware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.

Any material, non-public information about a company without the proper authorization to do so.

Use the Site for any fraudulent or unlawful purpose.

Use the Site to defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.

Impersonate any person or entity, including without limitation any representative of *Kuebler's Navy*; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make.

Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

Restrict or inhibit any other person from using the Site (including without limitation by hacking or defacing any portion of the Site).

Use the Site to advertise or offer to sell or buy any goods or services without the express prior written consent of *Kuebler's Navy*.

Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.

Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.

Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.

Frame or mirror any part of the Site without the express prior written consent of *Kuebler's Navy*.

Create a database by systematically downloading and storing Site content.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without the express prior written consent of *Kuebler's Navy*.

Additionally, you acknowledge and agree that you (and not *Kuebler's Navy*) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Site, and paying all charges related thereto.

**5. Donations.** If you wish to make a donation or contribution through the Site (each such donation or

contribution, a “**Donation**”), please note that we do not use a third party service to collect such Donations. If you wish to make a Donation, you will be directed to JPMorgan Chase Bank. Your transaction with JPMorgan Chase will be subject to JPMorgan Chase’s banking policies and procedures and its’ user agreement and privacy policy, not this Agreement or our Privacy Policy. You acknowledge and agree that we are not, and will not be, responsible or liable for JPMorgan Chase’s services, or any acts or omissions JPMorgan Chase. We note that we reserve the right to discontinue or change any banking service used in connection with this Site.

6. Promotions. In addition to the terms and conditions of this Agreement, any contests, surveys, or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein.

**Kuebler’s Navy** urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control.

7. **Kuebler’s Navy’s** Proprietary Rights. The information and materials made available through the Site are and shall remain the property of **Kuebler’s Navy** and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with this Agreement, and solely for so long as you are permitted by **Kuebler’s Navy** to access and use the Site, you may view one (1) copy of any content on the Site to which we provide you access hereunder on any single computer solely for your personal, non-commercial home use, provided that you keep intact all copyright and other proprietary notices. Except as expressly authorized in advance by **Kuebler’s Navy** in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site.

Trade names, trademarks and service marks of **Kuebler’s Navy** include without limitation, “**KUEBLER’S NAVY**”, “**KAMMO.ORG/KAMMO.COM**” and any associated logos. All trademarks and service marks on the Site not owned by **Kuebler’s Navy** are the property of their respective owners. The trade names, trademarks and service marks owned by **Kuebler’s Navy**, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of **Kuebler’s Navy** trade names, trademarks or service marks without our express prior written consent.

8. Links. The Site may provide links to other web sites and online resources. Because **Kuebler’s Navy** has no control over such sites and resources, you acknowledge and agree that **Kuebler’s Navy** and its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers (collectively with **Kuebler’s Navy**, the "**Kuebler’s Navy** Entities") are not responsible for the availability of such external sites or resources, and the **Kuebler’s Navy** Entities neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other web sites may provide links to the Site with or without our authorization. You acknowledge and agree that the **Kuebler’s Navy** Entities do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA,

ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

**Kuebler's Navy** shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

9. Disclaimer of Warranties. THE SITE AND ANY GOODS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE ARE PROVIDED TO YOU "AS IS"/"WHERE IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU WILL ASSUME AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. THE **KUEBLER'S NAVY** ENTITIES DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) OBTAINED THROUGH THE SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

10. Limitation of Liability. THE **KUEBLER'S NAVY** ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, THE **KUEBLER'S NAVY** ENTITIES SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY ANY **KUEBLER'S NAVY** ENTITY OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF **KUEBLER'S NAVY** FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO **KUEBLER'S NAVY** TO ACCESS AND USE THE SITE.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alteration to the Site, contact us at [info@kammo.org](mailto:info@kammo.org) with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

11. Indemnity. You agree to defend, indemnify and hold harmless each of the **Kuebler's Navy** Entities from and against all claims, losses, costs and expenses (including attorneys fees) arising out of (a) your use of, or activities in connection with, the Site; or (b) any violation of this Agreement by you.

12. Termination. This Agreement is effective until terminated. **Kuebler's Navy**, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if **Kuebler's Navy** believes in its sole discretion that you have violated or acted inconsistently with the letter or spirit

of this Agreement. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that **Kuebler's Navy** may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that **Kuebler's Navy** and its affiliates shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 2, 6-13 and 15-17 shall survive any expiration or termination of this Agreement.

13. Governing Law; Jurisdiction. This Agreement is governed by and shall be construed in accordance with the contract laws of the State of Ohio, U.S.A., without regard to its principles of conflicts of law. You agree to exclusive jurisdiction of the federal courts with territorial jurisdiction covering Lorain County, Ohio, U.S.A., (United States District Court for the Northern District of Ohio, Eastern Division, located in Cleveland, Ohio) and waive any jurisdictional, venue or inconvenient forum objections to such courts.

14. Contact Us. If you have any questions regarding the meaning of application of this Agreement, please direct such questions to [info@kammo.org](mailto:info@kammo.org). Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

15. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that **Kuebler's Navy** does not endorse any of the products or services listed at such sites.

16. Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to [info@kammo.org](mailto:info@kammo.org). You may also contact us by writing to **Kuebler's Navy, Inc.**, P.O. Box 55, Avon Lake, Ohio 44012, or by calling us at 800-346-4497. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

17. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and **Kuebler's Navy**. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision determined to be unlawful shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and **Kuebler's Navy** relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and **Kuebler's Navy** relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in the discretion of **Kuebler's Navy**. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such

notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall 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. ***Kuebler's Navy*** will not be responsible for failures to fulfill any obligations due to causes beyond its control.