

WEBSITE TERMS OF USE

These terms of use are entered into by and between you and WESTERN. WESTERNENTERPRISE.COM (“Website”) is owned by Western Enterprise (“WESTERN”, “we” or “us”).

1. ACCESS TO THE SITE.

Please read these Website Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Website Terms of Use when this option is made available to you, you accept and agree to be bound and abide the by these Website Terms of Use, together with , our [Website Privacy Policy](#) and our [California Consumer Privacy Act Notice](#), (“Terms”). If you do not want to agree to these Terms, you must not access or use the Website, or the services offered through the Website.

By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. CHANGES TO TERMS OF USE.

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them to the Website.

Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. ACCESSING THE WEBSITE AND ACCOUNT SECURITY.

We reserve the right to withdraw or amend this Website, and any service we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#) [LINK TO PRIVACY POLICY], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to

any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

4. ACCEPTABLE USE OF THE SITE.

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- 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).
- 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.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

In order to use the website, you must obtain access to the World Wide Web directly or through devices that access Web-based content and pay any and all service fees associated with such access.

(a) Use of Website Material. The material provided on this Website, including the information and any images incorporated in the website, is for your personal private non-commercial use only. You may not modify, republish, post or transmit anything you obtain from this Website, including anything you download from the website, unless you first obtain our consent.

(b) Security, Cracking and Hacking. You are prohibited from violating or attempting to violate the security of the Website. Accordingly, you agree not to: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written authorization; or (iv) attempt to interfere with service to any user, host or network, including without limitation, by means of submitting a virus to the Website, overloading, "flooding", "mailbombing" or "crashing" the Website. Violations of system or network security may result in civil or criminal liability. WESTERN reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet.

(c) Third-Party Intellectual Property Rights. Without limiting the foregoing, you may not, and by using the Website you agree not to, use the Website to: (i) transmit or post material that is copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) transmit or post material that reveals trade secrets, unless you own them or have the permission of the owner to so transmit them; or (iii) transmit or post material that infringes on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others. For purposes of these Terms, the term “*Intellectual Property Rights*” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights.

(g) Ownership. All content and materials on the Site are the property of WESTERN and is subject to U.S. and international copyright, trademarks and other proprietary rights and Intellectual Property Rights laws. All software used on the Website is the property of WESTERN or its licensors and is subject to U.S. and international copyright laws. Except to the minimum extent otherwise expressly permitted under copyright law, no copying or exploitation of material from the Website is permitted except expressly in accordance with these Terms or with the express written permission of WESTERN and any other applicable copyright owner. You acknowledge that you do not acquire any ownership rights by virtue of downloading copyrighted material from the Website. All rights not expressly granted hereunder are expressly reserved to WESTERN.

(h) Minors and Children under 13. WESTERN’s site and services are not for minors or children under 13 years old. WESTERN does not knowingly solicit data online from, or market online to, minors or children under 13. If WESTERN knowingly receive a minor’s or a child’s personal information, WESTERN will delete it from our systems.

5. WARRANTY DISCLAIMER.

THE CONTENT, SERVICES, INFORMATION AND ACCESS TO THE WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WESTERN DOES NOT WARRANT THAT ANY PART OF THE SITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT TRANSMISSION TO OR FROM THE WEBSITE AND ACCESS TO THE SITE WILL NOT BE INTERRUPTED, DISCONTINUED OR ERROR-FREE. WESTERN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

WESTERN EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT, AVAILABILITY OF INFORMATION, PRODUCTS OR SERVICES FOUND ON THIRD-PARTY SITES THAT LINK TO OR FROM THE WEBSITE. WESTERN CANNOT BE HELD RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY SITES AND/OR RELATED SERVICES NOR DOES WESTERN MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION YOU MIGHT BE REQUESTED TO GIVE TO THIRD-PARTY SITES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS. THEREFORE, THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, ALL SUCH WARRANTIES AND CONDITIONS ARE EXCLUDED AND DISCLAIMED TO THE FULL EXTENT PERMITTED BY THE LAW.

6. LIMITATION OF LIABILITY.

TO THE FURTHEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF WESTERN, ITS AFFILIATES, LICENSORS OR CONTRACTORS, SHALL WESTERN OR ITS AFFILIATES, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SITE, ANY CONTENT AND/OR ANY RELATED SOFTWARE, EVEN IF WESTERN OR AN AUTHORIZED WESTERN REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART OF THIS SECTION, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, IN NO EVENT SHALL WESTERN' TOTAL LIABILITY TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU, FOR ANY DAMAGES, LOSSES, CLAIMS AND/OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE EXCEED ONE HUNDRED DOLLARS (\$100). FURTHER, YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS WESTERN AND ITS SPONSORS, BUSINESS AFFILIATES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS AND ACTIONS BROUGHT BY YOU OR ANY THIRD PARTY RESULTING FROM YOUR USE OF THE WEBSITE IN VIOLATION OF THESE TERMS OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY.

7. GOVERNING LAW AND ARBITRATION.

The laws of the State of Ohio (excluding any principles of conflicts of laws) govern your use of the Website, the services and these Terms and any Additional Terms. Either you or WESTERN may elect to arbitrate any claim or dispute relating in any way to these Terms and Additional Terms and if either party so elects the other party agrees to arbitration of the dispute. You agree that the parties shall settle any claim or dispute relating to these Terms by binding arbitration in Westlake, Ohio under the Arbitration Rules of the American Arbitration Association. Each party to the arbitration shall pay its own costs unless the Arbitration Rules require otherwise. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. NOTWITHSTANDING THE DISPUTE RESOLUTION REQUIREMENTS SET FORTH ABOVE, FOR ANY INJUNCTIVE RELIEF RELATING TO YOUR ACCESS TO, OR USE OF, THE SITE INCLUDING, WITHOUT LIMITATION, RELATED SERVICES, YOU AGREE AND HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURTS LOCATED IN CUYAHOGA COUNTY, OHIO, U.S.A.

8. WAIVER AND SEVERABILITY.

Furthermore, no delay or omission by WESTERN to exercise any right or any noncompliance on your part with respect to the Terms shall impair any such right or be construed to be a waiver by WESTERN. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in

any other jurisdiction or the remaining provisions hereof in any jurisdiction, provided, however, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.