TERMS OF USE

Your use of this website ("Site") constitutes your agreement to the following Terms of Use ("Terms"). M.J. KELLNER CO., INC. reserves the right to change these Terms from time to time with or without notice to you. Your continued use of this Site after such modifications will constitute acknowledgement and acceptance of the modified Terms.

1. Site Conduct and Third Party Websites

<u>Site Conduct</u>: This Site is made available to you to assist you in doing business with M.J. Kellner Co., Inc. Your use of the Site, is subject to all applicable laws and regulations. You are solely responsible for any comments or posts you leave on the Site.

<u>Third-Party Sites and Information</u>. This Site may redirect or link to other websites on the internet, or may otherwise include references to information, products or services made available by third parties. You understand that we are not responsible for the accuracy or completeness or third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience to you and does not constitute any warranty or any kind, either express or implied.

<u>Promotions</u>. From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the third parties showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the third-party. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

2. Intellectual Property

By accepting these Terms you agree that all content presented to you on this Site is copyrighted and protected by any and all intellectual property and/or other proprietary rights available within the United States to M.J. Kellner Co., Inc., and is the sole property of M.J. Kellner Co., Inc. All trademarks or servicemarks of M.J. Kellner Co., Inc. or any third-party identified on this Site are the property of their respective owners. Content published on this Site may not be copied for any unauthorized purpose without the written consent of M.J. Kellner Co., Inc.

3. Disclaimer

ALL CONTENT ON THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT WILL MEET YOUR REQUIREMENTS, (B) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR

(C) ANY CONTENT OBTAINED BY YOU FROM THE SITE WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE USE OF THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

4. Limitation of Liability & Indemnification

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE, TO THE EXTENT PERMITTED BY LAW.

You agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

5. Termination of Use

<u>Grounds for Termination</u>. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

<u>No Right to Offerings Upon Termination</u>. Upon termination and regardless of the reason(s) motivating such termination, your right to use the offerings available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension of any other actions taken by us in connection therewith. Sections 1 and 5 of these Terms shall survive any termination.

6. Miscellaneous Provisions

<u>Governing Law</u>. This Site (excluding any Third Party websites) is controlled by us from our offices in Illinois, and the statutes and laws of the State of Illinois shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois, or the U.S. District Court for the Central District of Illinois, with respect to such matters controlled by that court.

<u>Force Majeure</u>. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, pandemic and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

<u>Savings Clause</u>. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

<u>No Waiver</u>. Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Entire Agreement. These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

Copyright© 2020 M.J. Kellner Co., Inc.