

U.S. Rack, Inc. Terms of Use

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1. Overview

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

Your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS WEBSITE.

2. Changes To Terms

U.S. Rack, Inc. may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

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8. Spamming

Gathering email addresses from **U.S. Rack, Inc.** through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other Users is prohibited. Inquiries regarding a commercial relationship with **U.S. Rack, Inc.** should be directed to:
customerservice@usrack.com

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10. Governing Law, Location and Miscellaneous

These Terms of Use shall be governed in all respects by the laws of the State of **California** USA, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

11. Separate Agreements

You may have other agreements with **U.S. Rack, Inc.**. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with **U.S. Rack, Inc.**.

12. DMCA Copyright Policy and Copyright Agent

U.S. Rack, Inc. respects the intellectual property rights of others. If you believe something on this Site has infringed your intellectual property rights, please notify our agent and provide the following information:

- (i)** A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii)** Identification of the copyrighted work claimed to have been infringed.
- (iii)** Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- (iv)** Address, telephone number, and, if available, an electronic mail address where we may contact you.
- (v)** A statement that the 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.
- (vi)** A statement that the information in the notification is accurate, and under penalty of perjury,

that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Site's Copyright Agent can be reached at:

U.S. Rack, Inc.
2850 Falcon Drive
Madera, CA 93637
phone: 1.559.661.3050
toll free: 1.888.877.2257
FAX: 1.559.661.3053
Email: customerservice@usrack.com

13. U.S. or Canadian Resident

You represent that you are a United States or Canadian resident.

14. No Professional Advice

The information available on the Website is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. This Website is not intended for use by minors. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS WEBSITE IN CONSULTATION WITH YOUR INSURANCE SPECIALIST, OR WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

15. Users Disputes

You are solely responsible for your interactions with other Users. **U.S. Rack, Inc.** reserves the right, but has no obligation, to monitor disputes between you and other Users.

16. User Submissions And Communications; Public Areas

You acknowledge that you own, solely responsible or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify **U.S. Rack, Inc.** or its affiliates for all claims resulting from content you supply.

If you make any submission to an area of the Website accessed or accessible by the public ("Public Area") or if you submit any business information, idea, concept or invention to **U.S. Rack, Inc.** by email, you automatically represent and warrant that the owner of such content or intellectual property has expressly granted **U.S. Rack, Inc.** a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. **U.S. Rack,**

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Some of the forums (individual bulletin boards and posts on the social network, for instance) on the Website are not moderated or reviewed. Accordingly, Users will be held directly and solely responsible for the content of messages that are posted. While not moderating the forums, the Site reviewer will periodically perform an administrative review for the purpose of deleting messages that are old, have received few responses, are off topic or irrelevant, serve as advertisements or seem otherwise inappropriate. **U.S. Rack, Inc.** has full discretion to delete messages. Users are encouraged to read the specific forum rules displayed in each discussion forum first before participating in that forum.

U.S. Rack, Inc. reserves the right (but is not obligated) to do any or all of the following:

- (a) Record the dialogue in public chat rooms.
- (b) Examine an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
- (c) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.
- (d) Terminate a Member's access to any or all Public Areas and/or the **U.S. Rack, Inc.** Site upon any breach of these Terms of Use.
- (e) Monitor, edit, or disclose any communication in the Public Areas.
- (f) Edit or delete any communication(s) posted on the **U.S. Rack, Inc.** Site, regardless of whether such communication(s) violate these standards.

U.S. Rack, Inc. reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. **U.S. Rack, Inc.** has no liability or responsibility to users of the **U.S. Rack, Inc.** Website or any other person or entity for performance or nonperformance of the aforementioned activities.

17. Arbitration

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any **U.S. Rack, Inc.** confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in California USA.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as

proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

18. Limitation of Liability

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19. Indemnity

You agree to defend, indemnify, and hold **U.S. Rack, Inc.**, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

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