

## APPENDIX

### TERMS AND CONDITIONS

The Effective Date of this "Agreement" shall be the earliest date of assent to this Agreement by clicking the "Accept" button and shall be between "Client" who clicks the "Accept" button to access the salt dolly content (the "content") and the proprietor of the Site, Tom Carter ("Developer"), regarding access to, and use of, the content and the Site.

Whereas, Client desires to utilize the content; and

Whereas, Developer desires to provide their content to Client;

Now, therefore, for the mutual consideration set forth herein, Developer and Client (the Parties) hereby agree as follows:

**1) Registration.**

Developer's Site includes a number of resources available after registration. Client agrees to provide accurate and current information for such registration, and to update such information completely and timely as needed. Client agrees not to deceive or obfuscate in making such registration. Registration renders this sale non-refundable. If you have any questions about the content then you should visit our website prior to purchasing and registering a license.

**2) Use of Site.**

Client agrees to use the Site solely for the purposes intended, as reflected on the Site itself, and shall not use the Site to make false or fraudulent representations or to post, perform, or otherwise distribute any unauthorized material owned by another or is protected by any intellectual property, privacy, publicity, or other right, without obtaining permission of the right holder. Client shall not use any devices or methodology to monitor or copy any web pages or content found on the Site, without the prior written consent of Developer. Client shall not: (a) post or otherwise distribute any defamatory, obscene or unlawful material or information, any information encouraging conduct that would constitute a criminal offense or give rise to civil liability, or any information or software which contains a virus, worm or other harmful or damaging component; (b) defame, harass, threaten or otherwise violate the legal rights of another; or (c) otherwise use the Site in a manner which is contrary to the law of any country or locality. Developer reserves the right to remove any content from the Site at the sole discretion of the Developer.

**3) Privacy.**

*a) Introduction.*

Developer will collect personal information from Client. The information is used to provide a customized experience and, generally, the Developer will not share this information with third parties. However, Developer may disclose personal information collected if Developer has received Client's permission beforehand or in very special circumstances, such as when Developer believes that such disclosure is required by law or other special cases described below. The personal information that the Client may place on the Site for publication will be made public.

*b) Registration.*

Client will provide certain personal information as part of the registration process for access to the Site including name, telephone number, and email address. The personal information collected from Client during the registration process is used to manage

Client's account. Personal information is not shared with third parties, unless specifically stated otherwise or in special circumstances. Developer may also generate non-identifying and aggregate profiles from personal information Client provides during registration. As explained in more detail below, Developer may use this aggregated and non-identifying information to sell advertisements that appear on the Site.

c) *Online Advertisements.*

Developer may display online advertisements. Developer shares aggregated and non-identifying information about Client collected through the registration process as well as through online surveys and promotions with advertisers. Additionally, in some instances, Developer uses this aggregated and non-identifying information to deliver tailored advertisements. Based upon the aggregated and non-identifying information Developer has collected, Developer may then display the advertisement to the intended audience. Developer does not share Client's personal information with advertisers.

d) *Responses to Email Inquiries.*

When Client sends email inquiries to Developer, the return email address is used to answer the email inquiry Developer receives. Developer does not use the return email address for any other purpose and does not share the return email address with any third party.

e) *Special Cases.*

It is Developer's policy not to use or share the personal information in ways unrelated to the ones described above without also providing an opportunity to opt out or otherwise prohibit such unrelated uses. However, Developer may disclose personal information about Client, or information regarding Client's use of the Site, for any reason if, in Developer's sole discretion, Developer believes that it is reasonable to do so, including: to satisfy laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating Developer's policies; to operate the Site properly; or to protect Developer.

f) *"Cookies" and How Developer Uses Them.*

A "cookie" is a small data file that can be placed on Client's hard drive when visiting the Site. Developer may use cookies to collect, store, and sometimes track information for statistical purposes to improve the products and services Developer provides and to manage Developer's telecommunications networks. Developer may use cookies to save settings and to provide a customized and personalized Site. Developer's cookies do not enable third parties to access any personal information. Advertisers may also use their own cookies. Developer does not control use of the advertiser's cookies and expressly disclaims responsibility for information collected through advertiser's cookies.

g) *Developer's Commitment to Data Security.*

Developer has security measures in place to protect the loss, misuse, and alteration of the information under Developer's control. While Developer makes every effort to ensure the integrity and security of Developer's network and systems, Developer cannot guarantee that Developer's security measures will prevent third-party "hackers" from illegally obtaining this information. Therefore, Developer cannot and does not warrant the security of any information on the Site, or on any additional computers connected via proxy or hub, or the security or accuracy of any information or data transmitted or received through the Site. Developer has no liability for unauthorized access by third persons to the Site or additional connected computers, files, or data. Developer does not warrant that any data or files will be transmitted or received in uncorrupted form or within a reasonable period of time.

**4) Client Responsibility.**

Client is responsible for all results of acts or omissions that occur through Client's actions, construction and assembly of any of the devices depicted in the content, and for maintaining the confidentiality of any password or account information in the Client's control. Client is responsible for selecting secure passwords and routinely changing passwords. Client agrees to indemnify, defend and hold harmless Developer, its owner(s), agents, employees, and consultants from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from the use of the content and Site by Client, the violation by Client of this Agreement, or the infringement by Client of any right of another. Client agrees to immediately notify Developer of any unauthorized use of any account or any other breach of security known to Client. Client expressly acknowledges that the content may be protected via copyright registration and agrees to be bound by statutory damages should any of the content be shared by Client with third parties.

**5) Limited Term**

Client is granted the right to use the content for 365 days from the initial purchase date of the package and construct and use a single physical version of device. Client acknowledges that this license is for a single use, and additional licenses must be purchased to construct additional devices. Client may download and print a single version of the plans and assembly instructions, and acknowledges that any additional downloads, printing, or sharing (physically or electronically) constitutes copyright infringement.

**6) Related Links.**

Developer may provide access to various other sites ("Related Links"). Developer does not warrant the accuracy, completeness, or any other aspect of information provided through Related Links and does not warrant or endorse any goods or services available through Related Links. Information obtained from Related Links should be independently verified by Client before being relied upon for any purpose. Goods and services available through such Related Links should be independently assessed before purchase thereof by the Client.

**7) No Warranties.**

Client understands and agrees that any assembly drawings and instructions are offered with no warranty of fitness for a particular purpose, and Client assumes all risk associated the construction and use of the device. The construction and use of heavy lifting equipment is dangerous and should not be undertaken by an amateur. Client understands and agrees that the Site is subject to various vagaries of electronic transmission that can occasionally cause the Site to be unavailable for periods of time or may cause the loss of information, data or content. Developer shall have no liability for Site unavailability, or loss of any data. Accordingly, Client agrees that Developer makes no representation or warranty that the Site shall be available at all times, or be secure, or without error or mistake or that data or other content may not be lost. Moreover, the Site, and its contents, is provided "as is" and all warranties, express or implied, are disclaimed, including but not limited to: any implied warranties of merchantability and fitness for a particular purpose; quiet enjoyment; or non-infringement. Developer is not responsible for any content on the Site supplied by the Client, or for damages or any claim of loss caused by the Internet, computer, storage, or transmission failure, or content on the Site and/or or through any Related Link. Furthermore, Developer does not warrant that the Site will meet any of Client's expectations.

**8) Limitation of Liability.**

Developer, its proprietor, agents and employees shall not be liable for any direct, indirect, special, incidental, exemplary or consequential damages or injury (including but not limited to damages for loss of business, loss of property, injury, loss of profits, litigation or the like) arising in any way out of access to or use of the content or the Site or any information or links available on the Site. If a relevant jurisdiction does not permit any of the exclusions of liability stated herein, the exclusions shall be amended accordingly but only to the extent

needed to preserve their effect to the maximum extent of the law in that jurisdiction. If, notwithstanding the foregoing, Developer should be found liable for any loss or damage whatsoever, such liability shall be limited to the amounts paid to Developer in connection with the events leading to such liability by the party claiming such liability. The foregoing provisions shall apply to all types of claims whether sounding in contract or tort.

**9) Rights to Terminate Use.**

Client agrees that Developer reserves the right, without prejudice to its other rights, to suspend or terminate the Client's access to the content and/or Site at any time where Developer has determined, in its sole discretion, that the use of the Site by Client is in breach of this Agreement. Accordingly, in its sole discretion, in addition to any other rights or remedies available to Developer and without any liability whatsoever, at any time and without notice Developer may terminate or restrict access by Client to the Site.

**10) Trademarks.**

Any use of any of the marks, names, logos, or other indicia appearing on the content or Site without the prior written consent of Developer or the other owner of the respective marks, names, logos, or other indicia, is prohibited.

**11) Ownership of Site and Copyrights.**

Client agrees that the content and Site is the property of Developer. As such, none of the content found on the Site may be copied, reproduced, republished, sold, transferred, modified or distributed in any way without the prior written consent of Developer. Moreover, all content on the Site, except for content provided by the Client is: Copyright Tom Carter, as of the year of first publication, beginning in 2017. All rights are reserved. Any copying, republication, derivation, or redistribution of such content, including by framing or other means, is prohibited, without the prior written consent of Developer.

**12) No Licenses, No Copying, No Cloning, No Infringement, No Misuse Permitted.**

Client agrees that the content available through the Site and the software associated with or implementing the Site and all aspects thereof are protected by intellectual property rights including, but not limited to, copyright, trademark, and/or patent. Client agrees not to take any action that would compromise the integrity of the Site, or copy its content, style, look, format, structure or software, or copy, decompile, disassemble, or reverse engineer any software, programs, designs, pages or screens used in or in connection with the Site. Except as expressly provided, nothing shall be construed as conferring any license, expressed, implied, or by waiver or estoppel, under any of Developer's or any third party's intellectual property rights. Client agrees not to use any of the intellectual property rights mentioned above for any purpose other than the purpose for which such rights are made available in association with the Site.

**13) Jurisdiction.**

Client agrees that Developer may sue for enforcement of the rights mentioned herein, and for injunction, in any court of its choosing in the State of Ohio. Client hereby submits to personal jurisdiction therein and agrees to the enforcement in Client's domicile of any judgment arising out of such suit. Client agrees to pay the attorney's fees and costs of Developer in all such actions and enforcement proceedings and to indemnify and hold harmless Developer from all damages, harm, loss of business, loss of reputation or other injury caused by Client or others to whom Client provided information derived in any way from misuse of the Site, and who commit violation or infringement or use such information for a commercial or competing website or business. Client agrees to cooperate in all ways to assist Developer in ending such harm, violation, infringement or use.

**14) Renewal of Rights.**

Client agrees that the rights of Developer are renewed with each usage of the Site by Client. Further, if Client has previously violated, infringed, misused the rights of Developer, or assisted others in doing so, and returns to, or accesses, the Site again and thereafter

continues, or renews, Client's previous violation, infringement, misuse, or does not act immediately to end the violation, infringement, or misuse that Client previously assisted, shall be liable hereunder for all such violations, infringements or misuses from the first initiation.

**15) Client Acknowledgement and Agreement.**

Client acknowledges that Client has read this Agreement and agrees to be bound by it as a condition precedent to continuing access to or use of the Site and content in any way.