Flexagon, LLC Website Terms and Conditions of Use

Updated: February 19, 2015

Welcome to the website of Flexagon, LLC ("Flexagon"). The following terms and conditions of use (the "Terms of Use") and the Privacy Policy, available at www.Flexagon.com/privacy-policy, and incorporated herein by this reference, govern your access to and use of www.flexagon.com (the "Website"), including any content, functionality and services offered on or through the Website.

Your Consent

By using the Website, you consent to these Terms of Use. Any modifications to the Terms of Use shall be posted on this page, and your continued use of the Website indicates acceptance of those modified terms.

Accessing the Website and Account Security

Flexagon reserves the right to withdraw or amend this Website in its sole discretion without notice. Flexagon 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, Flexagon may restrict access to some parts of the Website or the entire Website.

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website or 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.

Flexagon has the right to disable any user's access to the Website or resources offered through the Website at any time in its sole discretion for any or no reason, including if, in Flexagon's opinion, the user has violated any provision of these Terms of Use.

Content

The information presented on or through the Website is made available solely for general information purposes. Flexagon does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Flexagon disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Restrictions on Use

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Flexagon and meet this age eligibility requirement. If you do not meet the requirement, you must not access or use the Website.

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In any interaction with this Website, you agree to refrain from:

- Any practice that floods a person with unwanted communication;
- Language, comments, statements or terminology that can be construed as offensive, derogatory, judgmental, demeaning, humiliating or disparaging;
- Linking to offensive websites, including those that are pornographic, racist or which advocate violence or prejudice against any group or individuals;
- Disclosing private information about others; and
- Use of copyrighted material from this Website without permission.

Any person deemed to have violated any of the above standards or any other individual instance considered related to any of the above standards may be blocked from this Website and/or the offending content may be removed. If any violation of the above standards represents, indicates or suggests an intent or threat to break the law, the violator's information, including ISP and IP address, will be provided to the appropriate law enforcement agencies.

Flexagon is not responsible for the content of third party websites. Inclusion of hyperlinks to third party websites does not in any manner imply any endorsement of the material on those websites or association with their owners or operators.

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Pursuant to the Digital Millennium Copyright Act, Flexagon designates the agent below to receive notifications of claimed copyright infringement. If you reasonably believe that your work has been copied in a way that constitutes copyright infringement, please provide to Flexagon's designated agent the following information:

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- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information included in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Flexagon's designated agent for notification may be contacted at:

Flexagon, LLC Attn: Copyright Notice 1048 Glory Road Green Bay, WI 54304 Phone: 920.819.6788 E-mail: info@flexagon.com

Flexagon has the right to disclose, and you consent to Flexagon's disclosure of, your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; and take appropriate legal action, including without limitation, referral to law enforcement for any illegal or unauthorized use of the Website. Without limiting the foregoing, Flexagon has the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS FLEXAGON FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FLEXAGON DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER FLEXAGON OR LAW ENFORCEMENT AUTHORITIES.

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LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT FLEXAGON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. YOU SPECIFICALLY AGREE THAT FLEXAGON IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY VIOLATION OF THE RIGHTS OF ANY PARTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. IF FLEXAGON IS FOUND TO HAVE VIOLATED ANY OF YOUR RIGHTS, YOU ACKNOWLEDGE AND AGREE THAT

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ANY DAMAGES RECOVERABLE AGAINST FLEXAGON ARE LIMITED TO THE LESSER OF YOUR ACTUAL, PROVEN DAMAGES OR \$10.

Indemnification

You agree to indemnify, defend, and hold harmless Flexagon, its officers, directors, employees, agents, licensors and suppliers from and against all claims, liabilities, judgments, awards, costs, losses, expenses, damages and fees, including reasonable attorneys' fees resulting from any violation of these Terms of Use, or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Website using your Internet connection.

Term; Termination

These Terms of Use are applicable to you upon your accessing the Website. These terms and conditions, or any part of them, may be terminated by Flexagon without notice at any time, for any reason. The provisions relating to Copyrights, Trademarks, Disclaimer of Warranty, Limitation of Liability, Indemnification and Miscellaneous shall survive any termination.

Notice

Flexagon may deliver notice to you by means of e-mail, a general notice on the Website, or by other reliable method to the address you have provided to Flexagon.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin. You waive any objection or defenses to this venue including forum non conveniens.

Miscellaneous

Any cause of action or claim you may have with respect to the Website (including but not limited to the purchase of Flexagon products) must be commenced within one (1) year after the claim or cause of action arises. Flexagon's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Flexagon may assign its rights and duties under this Agreement to any party at any time without notice to you. Flexagon is entitled to recover all costs and expenses in enforcing this Agreement, including attorneys' fees.

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