



Terms of Use

GENERAL

These Terms of Use ("**Terms**") govern your access to and use of Weaver Hybrids websites and services ("**Services**"). By accessing or using our Services, you agree to be bound by these Terms and by our Privacy Policy.

COMMUNICATIONS AND NOTIFICATIONS

By registering an account, you agree to receive mandatory communications informing you of important updates to our Terms or Privacy Policy, or security issues with your account. You will also, by default, receive occasional marketing communications and other helpful information. If you choose, you may opt-out of non-essential ("marketing") communications by contacting us at sales@weaverhybrids.com.

USER-GENERATED CONTENT

Use of Your Comments, Photos and Videos: We love to see your comments, photos, and videos. By sharing, submitting, or uploading your story, comment, photo, or video of you and/or your minor children ("**Your Content**") on our social webpages or websites, you represent that you own the copyright in Your Content and you authorize Weaver Hybrids ("Weaver Hybrids," "our" or "us") to use, publish, reproduce, modify, display, perform and distribute Your Content with or without your name or the name of your minor children, in perpetuity, worldwide, in any and all media or formats (now known or discovered or developed in the future) for any lawful purpose, subject to the privacy rights of minors provided under California law as described above. Do not upload or post any content in which you do not own the copyright. If individuals other than you appear in Your Content, by sharing, submitting or uploading Your Content, you represent that you have their written permission (or their parent's or legal guardian's permission if a minor) to share, submit or upload such content. If you do not or cannot follow these terms and conditions, do not share, submit or upload any content to any Weaver Hybrids social webpages or websites.

PRIVACY POLICY

Any personal information we otherwise may collect is governed by our Privacy Policy (the "**Policy**") located here. You may view or print the current version of the Policy: <http://weaverhybrids.com/assets/documents/terms-of-use.pdf>.

INTELLECTUAL PROPERTY

Nothing grants you the right to use trademarks or other intellectual property owned by Weaver Hybrids.

DISCLAIMER OF WARRANTIES

The Services are provided "as is", "as available" and without warranties of any kind, by either us or anyone else who has been involved in the creation or production of the

services, including but not limited to express warranties, and implied warranties, which implied warranties shall include but not be limited to the implied warranties of merchantability, non-infringement or fitness for a particular purpose. We make no warranty that the services are accurate, reliable or correct; that the services will be available at any particular time or location; that the services or data of yours or about you are secure; that any defects or errors will be corrected; that the services are free of viruses or other harmful components; that the services will be compatible with any hardware or systems software configuration; or that you will achieve successful results from following any instructions, directions or recommendations provided by us.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, under no circumstances shall we, our officers, directors, employees, members or agents, be liable for any direct, indirect, punitive, incidental, special or consequential damages including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) (whether in contract, negligence, tort or otherwise) arising out of or in connection with: (i) your use of the program or inability to use the site; (ii) any failure of performance, error, omission, interruption, effect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use related to the program; and (iii) damage to your hardware resulting from use of the services. If you are dissatisfied with us, the services or these terms, your sole and exclusive remedy is to discontinue your participation in the program. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, our liability in such jurisdictions shall be limited to the extent permitted by law. We are not liable for any personal injury, including death, attributable to or caused by your use or misuse of the program. Any claims arising in connection with your use the services or any content must be brought within one (1) year of the first date of the event giving rise to such action. Remedies under these terms are exclusive and are limited to those expressly provided for in these terms. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then our aggregate liability for liabilities that otherwise would have been limited shall not exceed \$100.00.

INDEMNIFICATION

You shall defend, indemnify, and hold us and our employees, contractors, officers and directors harmless from all liabilities, damages, expenses, and other losses, including attorney's fees, that are based on claims arising from (i) your participation in or misuse of the Services ; (ii) your breach of these Terms; or (iii) your breach of any law or the rights of a third party. We reserve the right, at our own expense, to (a) assume the exclusive defense and control of any matter otherwise subject to indemnification by you, or (b) participate in the defense with counsel of our own choosing and at our own expense; and in both such cases, you will cooperate with us in asserting any available defenses.

CHOICE OF LAW

The Terms shall, for all domestic and international purposes, be governed, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of Indiana, U.S.A., without regard to conflicts of law provisions. The exclusive jurisdiction for any claim or action arising out of or relating to these Terms shall be filed and venued only in the

state or federal courts having subject matter jurisdiction located in the State of Indiana and you submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You waive any objection you may now or hereafter have with respect to venue or to convenience of such forum.

INTEGRATION AND SEVERABILITY

The Terms constitute the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous communications and proposals with respect to the Services . If any provision of these Terms is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect. WAIVER Our failure at any time to require performance of any provision of these Terms (including the Policy, which is incorporated by reference) or to exercise any right provided for herein or by law shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by our authorized representative. Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of these Terms of any right provided for herein or by law shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms.

NOTIFICATION OF CHANGES

If we decide to change our Privacy Policy, we will post those changes to this privacy statement and other places we deem appropriate so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the privacy policy under which the information was collected.

TERMINATION, SERVICE CHANGES

We may terminate the Services and/or change their terms and conditions at any time, in our sole discretion.

QUESTIONS

For questions related to these Terms, please email us at: sales@weaverhybrids.com.