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We very clearly state that you may not use any Content in any way that is contrary to these T&C unless we have given you specific written permission to do so. If you are granted permission by us, you agree to use the specific Content that we allow and ONLY in the ways for which we have given you our written permission. If you choose to use the Content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in our Website and its Content.

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Limitation of Liability. Unless otherwise limited by law, we will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Website and its Content. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Website or its Content, or in any way or in any location. In the event that you use our Website and its Content or any other information provided by us or affiliated with us, we assume no responsibility, unless otherwise provided by law.

**Release of Claims.** In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Website and its Content, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

**Dispute Resolution.** It is hoped that should we ever have any differences between us, we could be able to work them out through e-mail correspondence. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Prior to seeking arbitration, you must submit your complaint to me via e-mail. You understand and agree now that the only remedy that can be awarded to you through arbitration is a full refund of your Payment made to date. No award of consequential or of any other type of damages may be granted to you. By becoming an Affiliate, you are agreeing to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted by you in e-mail, or shall otherwise be forfeited forever. This Agreement shall be construed according to the laws of the State of **Oklahoma** where my business is located. You also agree that should arbitration take place, it will be held in the County of **Garfield** in the State of

**Oklahoma** where the Company is located and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement. For a breach of contract claim, if the contract is deemed to be valid by the arbitrator or a court of law, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in defending against such action.

**Non-Disparagement.** In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage the Website, its Conduct or us. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

# Your Conduct.

You are agreeing that you will not use our Website or its Conduct in any way that causes or is likely to cause the Website, Content, or access to them to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website or its Content. You agree to use the Website and its Content for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

You must use the Website and its Content for lawful purposes only. You agree that you will not use the Website or its Content in any of the following ways:

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- To send, negatively impact, or infect our Website or its Content with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not
- To cause annoyance, inconvenience or needless anxiety
- To impersonate any third party or otherwise mislead as to the origin of your contributions
- To reproduce, duplicate, copy or resell any part of our Website or its Content in a way that is not in compliance with these T&C or any other agreement with us.

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Certain sections of the Website or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Website or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number,

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Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

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Last Updated: 10/30/2024