
TERMS OF USE

1. Acceptance of Terms. This is a binding agreement between you and Sanger Boats, Inc., a California corporation (“us,” “we,” or “Company”). By using the websites located at www.sangerboats.com or www.sangersportswear.com (collectively, the “Site”) or any services provided in connection with either Site (the “Service”) you agree to be bound by and to abide by these Terms of Use, as they may be amended by Company from time to time in its sole discretion. Amended Terms of Use are effective upon being posted. Company will temporarily post a notice on the Site any time these Terms of Use have been materially changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING EITHER SITE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

2. Privacy Policy. Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company’s current Privacy Policy can be found by clicking <http://www.sangersportswear.com/privacypolicy.pdf>. Company’s Privacy Policy is expressly incorporated into this Agreement by this reference.

3. Site Access. Company hereby grants you permission to use the Site and Service as set forth in this Terms of Use, provided that: (i) your use of the Site or Service as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Site in any medium without Company’s prior written authorization; (iii) you will not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

4. Compliance with Intellectual Property Laws. When accessing either Site or using the Service, you agree to obey the law and to respect the intellectual property rights of Company and others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party’s copyrights, trademarks, trade secret, or other intellectual property or proprietary rights (collectively, “Intellectual Property”). You agree to abide by laws regarding ownership and use of Intellectual Property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights.

5. Termination. Company reserves the right to terminate your use of the Service and/or the Site at any time.

6. NO WARRANTIES. COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE

OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, THE SERVICE AND ANY PRODUCT SOLD THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ANY EMPLOYEE OR REPRESENTATIVE OF COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED IN THESE TERMS OF USE.

7. LIMITED LIABILITY. COMPANY'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

8. Affiliated Sites. Company has no control over, and no liability for any third party websites or materials. Company may work with a number of partners and affiliates whose Internet sites may be linked with the Site ("Affiliated Sites"). Because neither Company nor the Site has control over the content and performance of these Affiliated Sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

9. Prohibited Uses. Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or

advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

10. Indemnity. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any Intellectual Property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

11. Company's Proprietary Rights. All contents of the Site, including the text, photographs, graphics, logos, icons, screens and configurations, software (whether object code or source code), trademarks, and trade dress (collectively, "Company Content"), is the property of Company or its licensors and is protected by U.S. and international intellectual property laws. You do not acquire any ownership rights in or to Company Content by using, printing, downloading or copying any Company Content or using this Site. Any use of Company Content other than as expressly provided herein is strictly prohibited. By way of illustration and not limitation, copying, reproducing, modifying, distributing, transmitting, replicating or public exhibition of Company Content is strictly prohibited. By using either Site you agree to respect Company's intellectual property rights, including its copyrights in the Company Content.

12. Limited License. Company hereby grants you a personal, non-transferable and non-exclusive right and license to use the object code for the Site and Service on a single computer; provided, however that you shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any Company Content, and you shall not sell, assign, sublicense, grant a security interest in or otherwise transfer any rights in the Company Content. This license does not include rights to any of the following: resale or commercial use of the Site or the Company Content; collection or use of any product listings, descriptions, prices, or photographs; creating any derivative works based on the Site or the Company Content; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data-gathering and extraction tools. This Site or any portion of it may not be reproduced, copied, sold, resold, used, visited or otherwise exploited for any commercial purpose without the express written consent of Company.

13. Your Account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You hereby agree to accept responsibility for all activities that take place under your account or password.

14. Risk of Loss. All items purchased from Company through either Site are made pursuant to a shipment contract. As a result, the risk of loss and title for such items pass to you upon our delivery to the carrier.

15. Governing Law and Venue. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Fresno County, California in all disputes arising out of or related to the use of either Site or Service.

16. Severability; Waiver. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

17. Trademarks; No License. The Company's logo, trademarks and service marks are trademarks and/or registered trademarks of Company (the "Company Marks"). Nothing contained on the Site should be understood as granting you a license to use any of the Company Marks, or the marks of any third party. Without Company's prior written permission, you agree not to copy, display or use the Company Marks in any manner whatsoever.

18. Alleged Violations. Company reserves the right to terminate your use of the Site at any time. To ensure that Company provides a high quality experience for you and other users of the Site, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, or other unauthorized uses of the Site. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site by others.

19. Modifications. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

20. Statute of Limitations. You agree that regardless of any statute or law providing a longer period, any claim arising out of or related to use of the Service or Site or the Terms of Use must be filed within one (1) year after such claim arises or be forever banned.