

# 64<sup>th</sup> Street Specialties

## Website Terms and Conditions

### Introduction

These terms and conditions govern the use of this website; by using this website, the user accepts these *terms and conditions* in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

When ordering from this site, you must be at least eighteen [18] years of age. By using this website, you are agreeing to these terms and conditions, and you warrant and represent that you are at least eighteen [18] years of age.

This website may use cookies. By using this website, the user is agreeing to these *terms and conditions* and consents to the Company's use of cookies according to the terms of the privacy policy [*Use of Cookies*] of **64<sup>th</sup> Street Specialties** [the **Company**].

### License to Use This Website

Unless otherwise stated, **64<sup>th</sup> Street Specialties** and/or its licensors own the intellectual property rights pertaining to this website and all material on the website. Subject to the license below, all intellectual property rights are reserved.

The user may view, download for caching purposes only, and print information from the website for your own personal use, subject to the restrictions set out below and elsewhere in these *Terms and Conditions*.

You may not:

- Republish material from this website (including republication on another website);
- Sell, rent or sub-license material from the website;
- Show any material from the website in public;
- Reproduce, duplicate, copy or otherwise exploit material on this website for any commercial purpose;
- Edit or otherwise modify any material on the website; or
- Redistribute material from this website except for content specifically and expressly made available for redistribution. If content is specifically made available for redistribution, it may only be redistributed within the organization to which the right of redistribution was granted.

## Acceptable Use

You may not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You may not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software of any sort.

You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the express written consent of **64<sup>th</sup> Street Specialties**.

You may not use this website to transmit or send unsolicited commercial communications.

You may not use this website for any purposes related to marketing without the express written consent of **64<sup>th</sup> Street Specialties**.

## Restricted Access

Access to certain areas of this website may be restricted. The **Company** reserves the right to restrict access to areas of this website, or indeed the entire website, at the **Company's** discretion.

If the **Company** provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

The **Company** may disable your user ID and password at its sole sole discretion without notice or explanation.

## User Content

In these terms and conditions, *your user content* means material (including without limitation, text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

The user grants to **64<sup>th</sup> Street Specialties** a worldwide, irrevocable, non-exclusive,

royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to **64<sup>th</sup> Street Specialties** the right to sub-license these rights and the right to bring an action for infringement of these rights.

Any content provided by the user must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or **64<sup>th</sup> Street Specialties** or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or ever has been the subject of any threatened or actual legal proceedings or other similar complaint.

**64<sup>th</sup> Street Specialties** reserves the right to edit or remove any material submitted to this website, or stored on **64<sup>th</sup> Street Specialties** servers, or hosted or published upon this website.

Notwithstanding **64<sup>th</sup> Street Specialties** rights under these terms and conditions in relation to user content, **64<sup>th</sup> Street Specialties** does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## **No Warranties**

This website is provided “as is” without any representations or warranties, express or implied. **64<sup>th</sup> Street Specialties** makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, **64<sup>th</sup> Street Specialties** does not warrant that:

- This website will be constantly available, or available at all; or
- The information on this website is complete, true, accurate or not susceptible to misinterpretation or misunderstanding.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

## **Limitations of liability**

**64<sup>th</sup> Street Specialties** will not be liable to you (whether under the law of contract, the law of torts, or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if **64<sup>th</sup> Street Specialties** has been expressly advised of the potential loss.

## Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit **64<sup>th</sup> Street Specialties** liability in respect of any:

- Death or personal injury caused by **64<sup>th</sup> Street Specialties** negligence;
- Fraud or fraudulent misrepresentation on the part of **64<sup>th</sup> Street Specialties**; or
- Matter which it would be illegal or unlawful for **64<sup>th</sup> Street Specialties** to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## Other Parties

The user of this website accepts that, as a corporate entity, **64<sup>th</sup> Street Specialties** has an interest in limiting the personal liability of its officers and employees. The user hereby agrees that they will not bring any claim personally against the officers or employees of **64<sup>th</sup> Street Specialties** in regard to any losses the user may suffer in connection with this website.

Without prejudice to the foregoing paragraph, the user hereby agrees that the limitations of warranties and liability set out in this website disclaimer will protect the officers, employees, agents, subsidiaries, successors, assigns and sub-contractors of **64<sup>th</sup> Street Specialties** as well as the **Company** itself.

## Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## Indemnity

The user of this website hereby indemnifies **64<sup>th</sup> Street Specialties** and undertakes to keep **64<sup>th</sup> Street Specialties** indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by **64<sup>th</sup> Street Specialties** to a third party in settlement of a claim or dispute on the advice of **64<sup>th</sup> Street Specialties** legal advisers) incurred or suffered by **64<sup>th</sup> Street Specialties** arising out of any breach by the user of any provision of these terms and conditions, or arising out of any claim that the user has breached any provision of these terms and conditions.

## Breaches of These Terms and Conditions

Without prejudice to **64<sup>th</sup> Street Specialties** other rights under these terms and conditions, if the user breaches these terms and conditions in any way, **64<sup>th</sup> Street Specialties** may take such action as **64<sup>th</sup> Street Specialties** deems appropriate to deal with the breach, including suspending the user's access to the website, prohibiting the user from accessing the website, blocking computers using the user's IP address from accessing the website, contacting the user's Internet service provider to request that they block the user's access to the website and/or bringing court proceedings against the user.

## Variation

**64<sup>th</sup> Street Specialties** may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## Assignment

**64<sup>th</sup> Street Specialties** may transfer, sub-contract or otherwise deal with **64<sup>th</sup> Street**

**Specialties** rights and/or obligations under these terms and conditions without notifying the user or obtaining the consent of the user.

The website user may not transfer, sub-contract or otherwise deal with their rights and/or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Entire Agreement**

These terms and conditions, together with any pertinent associated documents, constitute the entire agreement between the user and **64<sup>th</sup> Street Specialties** in relation to the use of this website and supersede all previous agreements with respect to the use of this website.

## **Law and Jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the State of Wyoming, USA, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of the State of Wyoming, USA.

## **Company Details**

The full name of the **Company** is: **64<sup>th</sup> Street Specialties**

The *Certificate of Incorporation* for **64<sup>th</sup> Street Specialties** was issued by the State of Wyoming, Office of the Secretary of State, on August 4, 2014.

**64<sup>th</sup> Street Specialties** registered address is:

109 E. 17<sup>th</sup> Street, Suite #63  
Cheyenne, WY 82001

For additional information pertaining to the Company, you may contact:

Jack G. Ellis, President and CEO

[Jack.Ellis@64thStreetSpecialties.com](mailto:Jack.Ellis@64thStreetSpecialties.com)

1-800-292-4082, ext. 803

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