

# TERMS OF USE

## 1. General.

1.1 This site is created and operated by ABC'nD Enterprises, LLC ("ABC'nD Enterprises"), which is collectively referred to herein as the "Site." When you choose to access information and use the web service(s) provided on the Site (the "Services"), you are agreeing to all of the terms and conditions of this Agreement between you and ABC'nD Enterprises.

1.2 ABC'nD Enterprises reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the Web Service. YOUR CONTINUED USE OF THE SITE AND THE SERVICES NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE TERMS OF USE, WILL INDICATE YOUR ACCEPTANCE THEREOF.

## 2. Web Service.

2.1 You acknowledge that the Web Service contains information, software, photographs, audio and video clips, graphics, links and other material that are protected by copyright, trademark or other proprietary rights of ABC'nD Enterprises or third parties, including but not limited to product names, logos, designs, titles, and words or phrases which may be registered in certain jurisdictions (collectively, the "Content"). You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Web Service. Users of the Web Service may use the Content only for their personal, noncommercial use. Users of the Web Service wanting to use the content for commercial use must obtain prior express written permission of ABC'nD Enterprises.

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ABC'nD Enterprises the right to use your name and any other information about you that you provide in connection with the reproduction or distribution of such Content. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

### 3. Conduct.

3.1 You must comply with the acceptable use policy of ABC'nD Enterprises with your use of the web service. You should report any violations of the Acceptable Use Policy to [info@level5motorsports.com](mailto:info@level5motorsports.com). Without limiting the terms of the Acceptable Use Policy, you shall not post on the Web Service any content which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as content which infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity; or (d) otherwise violates any applicable law or reputation. You may not post on the Web Service any links to any external Internet sites that are obscene or pornographic.

3.2 You may use the Web Service without registering with ABC'nD Enterprises , but in order to take advantage of some aspects of the Web Service, it may be necessary for you to register and create an account. Your account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity.

### 4. No Endorsement.

4.1 The Web Service may contain links to sites on the Internet, which are owned and operated by third parties (the "External Sites"). You acknowledge that ABC'nD Enterprises is not responsible for the availability of, or the content located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

### 5. Indemnity.

You agree to indemnify, defend and hold ABC'nD Enterprises and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "ABC'nD Enterprises Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any ABC'nD Enterprises Party in connection with any use or alleged use of the service under your user name by any person, whether or not authorized by you. ABC'nD Enterprises reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with ABC'nD Enterprises's defense of such claim.

### 6. Termination of Service.

ABC'nD Enterprises may, in its sole discretion, terminate or suspend your access to all or part of the Site or the Services offered for any reason, including breach or assignment of this Agreement. Termination of this Agreement for any reason, will not affect survival of those provisions of this Agreement for which survival is equitable or appropriate.

## 7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

7.1 THIS SITE AND ALL CONTENT AND OTHER MATERIALS MADE AVAILABLE ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ABC'nD Enterprises EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF ABC'nD Enterprises , WHETHER MADE ON THE SITE, OR OTHERWISE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ABC'nD Enterprises DOES NOT WARRANT THAT THE SITE WILL BE AVAILABLE; THAT YOUR USE OF THE SITE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR SECURE; THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE (OR THE SERVER THAT MAKES IT AVAILABLE) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

7.2 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IN NO EVENT SHALL ABC'nD Enterprises BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, ECONOMIC, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATING TO YOUR USE OF THE SITE OR WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, CONTENT, PRODUCTS, AND/OR SERVICES OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF YOUR USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ABC'nD Enterprises HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE.

## 8. Miscellaneous.

This Agreement shall be construed in accordance with the laws of the State of Kansas, and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Pima County in the State of Kansas. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive.

## 9.Contact

Should you have any questions about this Web Service, you may contact us at [info@abcndautism.com](mailto:info@abcndautism.com).