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FCMillLiners.com

Last Modified: September 1, 2017

Acceptance of the Terms of Use

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Please read the Terms of Use carefully before you access and/or use the Website. By accessing and/or using this Website, you accept and agree to be bound by and to abide by the Terms of Use and our <u>Privacy Policy</u>, incorporated herein by this reference. If you do not agree to the Terms of Use, you must not access or use the Website.

The Website is provided by the Company and available only to persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the Website.

Changes to the Terms of Use

We may revise the Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to any changes. You are expected to check this page each time you access and use the Website so that you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw, amend, and/or edit any content, applications, services, and/or programs on the Website, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to all or any part of the Website to any and/or all users.

To access some of the content, applications, services, and/or programs of the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the entire Website that all information you provide is correct, current, and complete. You agree that all information you provide to us to use the Website will be correct, current, and complete. All information you provide to us will be governed by our Privacy Policy and you consent to all actions taken by us, with respect to your information in compliance with the Privacy Policy.

If you are provided with a user name, password, identifier and/or any other security information as part of our security procedures and/or to access and/or use content, applications, services, and/or programs of the Website, you must treat any such information as confidential and you must not disclose it to any other person or entity. You agree that you will not provide your user name, password, and/or other security information to any other person(s) or entity(s). You agree to notify us immediately of any unauthorized access to and/or unauthorized use of your user name, password, and/or security information. You agree to ensure that you exit, sign off, and/or log off from your account at the end of each session of your use of the Website. You should use particular caution when using a public or shared computer so that others are not able to view or record your user name, password, identifier, and/or security information. We have the right to disable any user name, password, identifier, and/or other security information at any time and in our sole discretion.

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You agree that you will not to use the Website:

- In any way that violates any applicable federal, state, local, and/or international law(s) or regulation(s).
- To impersonate or attempt to impersonate the Company, a Company employee, and/or any other person or entity.
- To engage in any other conduct that restricts or inhibits any use of the Website, or which, as we determine in our sole discretion, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any use of the Website.
- Use any device, software or routine that interferes with the proper working of the Website.
- Attempt to gain unauthorized access to, interfere with, damage and/or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

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Changes to the Website

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You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish any such link in any way that would suggest any form of association, approval or endorsement on our part without our express written consent.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Terms of Use or your use of the Website.

Governing Law and Jurisdiction

All matters relating to the Website and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, the Terms of Use and/or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona and County of Pima, although we retain the right to bring any suit, action or proceeding against you for breach of the Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At the Company's sole discretion, it may require You to submit any disputes arising from the use of the Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Arizona law.

Waiver and Severability

No waiver by the Company of any term or condition set forth in the Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

If any provision of the Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Your Comments and Concerns

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