

Hammer & Axe, LLC

d/b/a Hammer & Axe Elite

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(a) These terms of use apply to your access to and use of the Web Content and this Website and do not alter in any way the terms and conditions of any other agreement you may have with Hammer & Axe for products, services or otherwise, unless otherwise directed by Hammer & Axe.

(b) You are responsible for protecting the confidentiality of your password(s), if any, assigned or otherwise utilized in connection with your use of this Website. PLEASE SEE OUR PRIVACY POLICY FOR TERMS APPLICABLE TO OUR DATA COLLECTION AND USE PRACTICES, AMONG OTHER THINGS.

(c) Hammer & Axe reserves the right, in its sole discretion and without notice, to change, modify, add or remove portions of these Terms & Conditions of Use and/or our separate Privacy Policy for this Website (the “**Privacy Policy**”), at any time as we deem appropriate by

posting such changes on this Website or Privacy Policy, as applicable. Any changes, modifications, additions or deletions shall be effective immediately upon posting unless otherwise indicated. We will not separately notify you that changes have been made, regardless of the scope and importance of the changes, and we encourage you to periodically check back and review these Terms and Conditions so that you always will know what terms and conditions apply to your access to and use of this Website, or our use of any User Content that you have posted on this Website or submitted to us. Your continued use of this Website and/or your submission of any User Content to us after such changes are posted constitutes your agreement to, and acceptance of, such changes. This Website may change, and we may restrict access to, suspend or discontinue this Website, or any portion of this Website, at any time.

(d) Hammer & Axe reserves the right to refuse service, terminate accounts, and/or cancel orders at our discretion, including, but not limited to, if we believe that customer conduct violates applicable law or is harmful to the interests of Hammer & Axe or its businesses, or its or their customers, affiliates, licensors or licensees.

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(a) This Website and all content displayed on this Website and all software, data and information used to provide this Website, including text and images, method of display and presentation, source code, embedded routines and programs and other materials, as well as all copyrights, trademarks, patents and other intellectual property rights therein or thereto, are owned by Hammer & Axe or our affiliates, licensors or licensees, and are protected under worldwide patent, copyright, trademark and other applicable laws and treaties, including, without limitation, applicable trade secret laws.

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(a) Hammer & Axe attempts to take commercially reasonable steps in accordance with industry practices to insure the security of its Website and network and to safeguard and help prevent unauthorized access of, to maintain data security for, and to correctly use the information we collect online. However, you understand and agree that Internet, mobile or public network transmissions or communications are never completely private or secure, and that while such reasonable efforts are made to ensure the confidentiality of your private and personal information available as a result of your use of this Website, we cannot and do not warrant or guarantee the absolute safety and security of confidential data on the Internet. You understand that any message or information you send to or through the Website may be read or intercepted by others, even if there is a notice that a particular transmission is encrypted or sent using secure transmission protocols.

(b) ANY PERSONALLY IDENTIFIABLE INFORMATION PROVIDED BY YOU IN ELECTRONIC COMMUNICATIONS TO HAMMER & AXE IS GOVERNED BY OUR PRIVACY POLICY. FOR A MORE COMPLETE DESCRIPTION OF OUR COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION AND OTHER DATA, PLEASE READ OUR PRIVACY POLICY WHICH APPLIES TO THE USE OF THIS WEBSITE, THE TERMS OF WHICH ARE INCORPORATED BY REFERENCE IN THESE TERMS & CONDITIONS OF USE.

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(a) Linking is only permitted to the Website’s homepage. “Deep-linking”, “page-scraping”, “framing” or the use of any “robot”, “spider” or other automatic program, algorithm or process, or any equivalent manual process to access, acquire or copy any portion of the Website or the Content, or to avoid the navigational structure or presentation of the Website

or Content is not permitted, except to the extent required by legitimate web search engines to allow for appearance in such search engine's results.

(b) This Website may contain or provide links or references to unrelated third party sites that we do not operate and/or that will allow you to leave this Website or to open an additional browser connecting you to the third-party site ("***Linked Websites***"). Any such links to third party sites are provided merely as a convenience to the users of this Website, and such links do not imply endorsement by Hammer & Axe of such Linked Websites or the content contained therein. The Linked Websites are not under the supervision or control of Hammer & Axe and Hammer & Axe is not responsible for and does not endorse the content of the Linked Websites, including any materials, information or offers provided on the Linked Websites. Hammer & Axe shall not be liable, and hereby expressly disclaims all liability, for any damages or injury arising from any content on any Linked Websites, or your use, reliance on or access to such Linked Websites, and your use of and access to any other Linked Websites is at your own risk. For information about any Linked Websites, we encourage you to consult the specific terms of use and privacy policies of such other Linked Website.

8. User Submissions & Content.

(a) By submitting documents, photographs, descriptions, information or any other materials (collectively, "***User Content***") to the Website, you hereby grant to Hammer & Axe and other parties authorized by Hammer & Axe a royalty-free, perpetual, irrevocable, non-exclusive, fully transferable and fully sub-licensable right and license to exploit all such User Content in any way, including but not limited to, copying, modifying, displaying, distributing, performing or creating derivative works, in any media, form, technology software, either currently existing or yet to be developed. You further consent to the use of your name, image and likeness in connection with use of the User Content.

(b) You represent and warrant that (i) you have all necessary right, authority and permission to submit the User Content to the Website, (ii) the User Content do not and will not infringe or misappropriate any patent, trademark, copyright, trade dress, trade secret, rights of privacy or publicity or any other intellectual property right of any third party and (iii) the User Content does not violate any applicable law or regulation.

(c) Any unsolicited materials or submissions received by Hammer & Axe are not subject to any obligation of confidentiality and may be freely used by Hammer & Axe without compensation.

(d) Hammer & Axe does not and cannot review all User Content submitted by users of the Website and all users of the Website should independently verify the truth and accuracy of any User Content.

(e) While Hammer & Axe uses standard internet security protocols related to the transmission of the information to ensure the secure transmission of the information, the party to whom the information is transmitted is ultimately responsible for its storage and utilization.

Hammer & Axe is not responsible for the misuse or inadvertent disclosure of such information by the party to whom it is transmitted.

9. Copyright Claims Notification.

(a) Hammer & Axe respects the legitimate intellectual property rights of all copyright holders and will remove Content or User Content appearing on the Website under the appropriate circumstances. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512, if you believe that any work for which you are the copyright owner has been copied on the Website in a manner that constitutes copyright infringement, please provide notice to the Hammer & Axe as described below, and include the following required information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (vii) For notification of infringement claims, or other copyright inquiries, please contact Hammer & Axe at: Hammer & Axe, LLC, c/o Norman G. Templeton, Egerton, McAfee, Armistead & Davis, P.C., 900 S. Gay Street, 14th Floor, Knoxville, Tennessee 37902, or at ntempleton@emlaw.com, or at (865) 546-0500.

10. Prohibited Activities.

(a) You agree not to transmit or submit User Content, or promote any information, (i) that is patently offensive, such as User Content that promote racism, bigotry, hatred or physical

harm against any group or individual; (ii) that could be harmful to minors; (iii) that harasses or advocates the harassment of another individual, entity or organization; and/or (iv) that is fraudulent, false or misleading, defamatory or libelous, promotes illegal activities, obscene, sexually explicit, pornographic, threatening, abusive, solicits passwords or personally identifiable information for fraudulent or unlawful purposes or otherwise is determined by Hammer & Axe to be counter to its interests or the interests of the user community of the Website.

(b) You agree not to engage in the transmission of “junk mail” or unsolicited mass mailing or “spamming” to Hammer & Axe users or otherwise in association with your user account.

(c) You agree not to (i) attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server of Hammer & Axe, its affiliates, subsidiaries or related or linked entities; (ii) probe, scan or test the vulnerability of the Website or any network connected to the Website or any network connected to the Website; (iii) use any device, software or process, or take any action, that will interfere with the proper working of the Website or that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or any network or systems of networks connected to the Website; (iv) decompile, reverse engineer, disassemble or otherwise attempt to obtain the source code for any software associated with the Website; and/or (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal on or through the Website and not pretend that you are or represent someone else, or impersonate any other individual or entity.

(d) You agree not to use the Website or any Content for any purposes that are unlawful or prohibited by these Terms & Conditions, or to solicit the performance of any illegal activity or other activity which infringes upon the rights of Hammer & Axe, its affiliates, subsidiaries and related entities or others.

11. Termination of Service and Violations of Terms & Conditions of Use.

(a) You agree that in Hammer & Axe’s sole discretion, and without any prior notice, your access to this Website may be terminated or suspended and your account closed. You agree that Hammer & Axe is not liable to you or any third party for termination of your access to the Website.

(b) You agree that Hammer & Axe may disclose any information that we have about you, including your identity, in the event that in our sole discretion such disclosure is necessary or advisable to further any investigation or complaint regarding your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or interference with the Website or Hammer & Axe’s rights or property, or the rights or property of any visitors to or users of the Website. Hammer & Axe reserves the right at all times to disclose any information that it deems necessary, in its sole discretion, to comply with any applicable law,

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(c) You agree that Hammer & Axe may preserve any transmittal or communication by you through the Website or any service offered on, through or affiliated with the Website and may disclose such information if, in its sole discretion, it determines that it is required or permitted to do so by law or that the preservation or disclosure is reasonably necessary to (i) comply with any legal process, (ii) protect the rights, property or personal safety of anyone, (iii) enforce these Terms & Conditions of Use (iv) respond or defend any claims that any such information violates or infringes upon the rights of other person or entity.

(d) You agree that any violation by you of these Terms & Conditions of Use may not be sufficiently remedied by the payment of monetary damages and constitutes an unlawful and unfair business practice and you consent to injunctive or other equitable relief for such violations without any requirement for Hammer & Axe to post a bond. These remedies are in addition to any other remedies that may be available in law and/or equity.

(e) You agree that in the event that Hammer & Axe takes any legal action against you as a result of any violation of these Terms & Conditions, it is entitled to recover and you agree to pay all reasonable attorney's fees, expenses and costs associated with such legal action, in addition to any other relief granted.

12. Disclaimer of Warranties, Limitation of Liability and Indemnity.

(a) YOU AGREE THAT THIS WEBSITE AND ALL INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THIS SITE ARE PROVIDED BY HAMMER & AXE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOUR USE OF THIS SITE AND ALL INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THIS SITE IS ENTIRELY AT YOUR OWN RISK. HAMMER & AXE DOES NOT WARRANT THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. HAMMER & AXE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT.

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(c) You agree to release, indemnify and hold harmless Hammer & Axe, its officers, managers members, predecessors, successors in interest, employees, agents, subsidiaries, affiliates and/or related entities from any demands, loss, liability, claims or expenses (including attorneys' fees), made against it by any third party due to or arising out of or in connection with your use of the Website.

13. Governing Law; Dispute Resolution.

(a) These Terms & Conditions of Use, and all related Website policies and additional terms and conditions, are governed and interpreted in accordance with the laws of the State of Colorado, without regard to the choice of law provisions thereof.

(b) The Website originates and is administered from the State of Colorado. Although the Website is accessible outside of the State of Colorado and worldwide, not all features, products or services discussed, referenced, provided or offered through the Website are available to all persons in all geographic locations. Any aspect of the Website or any offer for any feature, product or service made on the Website is void where prohibited. If you choose to access the Website, you do so on your own initiative, and you are solely responsible for complying with applicable local laws.

(c) You agree that in any and all disputes or causes of action arising from or in any way connected to the Website, the exclusive jurisdiction and venue shall be in the state courts located in Boulder, Colorado or the United States District Court for the District of Colorado sitting in Denver, Colorado, and you expressly consent to personal jurisdiction and venue in those courts and waive any claims to lack of jurisdiction in such court based upon forum non conveniens or similar type of jurisdictional legal principles.

(d) You agree that in any or all disputes or causes of action arising from or in any way connected to the Website, shall be resolved individually, without resort to any form of class action. You also agree to waive, to the fullest extent allowable by law, the right to trial by jury in any such dispute or cause of action.

14. General Provisions.

(a) You agree not to use, export or re-export any Content or any copy or adaptation of Content, or any feature, product or service offered through or in connection with the Website, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

(b) In the event that a court or tribunal of competent jurisdiction finds any provision, or portion of a provision, of these Terms & Conditions of Use to be void or unenforceable, such provision or portion shall be limited or excluded to the minimum extent necessary and replaced with a valid provision adequate to effect the intent of the eliminated provision or portion and all remaining terms and conditions shall remain in full force and effect.

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(e) These Terms & Conditions of Use are not intended to, and shall not be interpreted to, confer any rights or remedies on any third party.

(f) You agree that any notices, disclosures or other communications related to the Website or these Terms & Conditions of Use that Hammer & Axe provides to you electronically satisfies any legal requirement that such communications be in writing.