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Your Use of Brown Manufacturing’s Services. Brown Manufacturing Group, Inc., grants you a limited, nonexclusive, non transferable, revocable license to use the Services subject to the restrictions set forth in these Terms of Use.

The Services are offered and available to users who are at least 18 years of age or order, and reside in the United States of America or any of its territories or possessions[1] . By using the Services, you represent and warrant that you are of legal age to form a binding contract with Brown Manufacturing and meet all of the eligibility requirements for doing so in the state in which you reside. If you are under the age of 18 and/or are otherwise unable to enter into a binding contract, you must not use the Services. In no case are the Services intended for children under the age of 13.

Access and Account Security. We reserve the right to withdraw or modify the Services, in our sole discretion, and without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period, or if, as a result of such unavailability, you claim to suffer any damages. From time to time, we may restrict access to some components of the Services.

You are responsible for making all arrangements, including hardware, software, and connectivity, necessary for you to have access to the Services. If you choose, or are provided with, a user name, password or any other piece of information as part of the Services’ security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password, or any other breach of security.



We have the right to disable your access to the Services at any time in our sole discretion for any or no reason, including, but not limited to, if, in our opinion, you have violated any provision of these Terms of Use, and/or any local, state, or federal law or regulation, or infringed upon the intellectual property of a third party.

Intellectual Property Rights. The Services and their features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Brown Manufacturing, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

By using the Service, you represent and warrant that you have the right to use any and all data, images, and content you upload to the Service (your “**Content**”), and that your Content does not infringe on the proprietary, intellectual property, or other rights under any local, state, federal, or international law, rule or regulation (including, without limitation, trade secret, copyright, trademark, or patent rights).

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- In any way that infringes on or violates any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- In any way that violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws, rules, or regulations.
- In any way that is likely to deceive any person.
- In any way that promotes any illegal activity, or advocates, promotes, or assists any unlawful act.



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Indemnification. You agree to defend, indemnify, and hold harmless Brown Manufacturing, its affiliates, licensors, and service providers, and its and their respective officers, directors, members, managers, 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 these Terms of Use or your use of the Services.

Miscellaneous

No waiver of any breach of any provision of these Terms will be deemed a waiver of any preceding or succeeding breach or of any other provision of these Terms. No extension of time for performance of any obligations or acts will be deemed an extension of the time for performance of any other obligations or acts.



In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of these Terms, but these Terms shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its principles of conflicts of laws. Each of the Parties to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of Michigan located in Kent County, Michigan, and the United States District Court for the Western District of Michigan for the purpose of any suit, action, proceeding, or judgment relating to or arising out of these Terms. By accessing or using the Service, you irrevocably (i) consent to the jurisdiction of any such court in any such suit, action, or proceeding; (ii) consent to the laying of venue in such court; (iii) waive any objection to the laying of venue of any such suit, action, or proceeding brought in such courts; and (iv) waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

The Service is controlled by facilities in the United States of America. Brown Manufacturing makes no representations that the Service is appropriate or available for use in other locations. If you access the Service from any location outside the United States of America, you do so at your own risk and you are solely responsible for your compliance with all local laws and regulations.

These Terms of Use are the entire and exclusive agreement between Brown Manufacturing and you regarding the Service, and these Terms of Use supersede and replace any prior agreements between Brown Manufacturing and you regarding the Service.

