



## PRIVACY POLICY<sup>1</sup>

Tate Metalworks, Inc. and its parent company, affiliates and subsidiaries, recognize that you may be concerned about our collection, use, and disclosure of your personal information. We respect your privacy and are committed to providing a transparent notice of our privacy practices.

This policy describes the types of information we may collect from you when you visit our websites. This policy also covers information we collect about you offline, from third parties, or when you visit one of our locations or contact us by phone. This policy describes our practices for collecting, using, maintaining, protecting, and disclosing that information.

Please read this policy carefully to understand our policies and practices regarding your information and how We will treat it. This policy may change from time to time (see Changes to Our Privacy Policy).

### INFORMATION COLLECTION

We collect several types of information from and about you, including:

- **Information provided by you**, such as name, address, email address, telephone number, and other personally identifying information. For example, we collect information from you when you fill out a form on our website or when you fill out a physical copy of a form; and
- **Information collected automatically** as you navigate through the site. information collected automatically may include usage details, domain address, IP addresses, internet browser, operating system, your internet connection, the equipment you use to access our website, and information collected through cookies.

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<sup>1</sup> This Privacy Policy consists of two parts based on your location. The Privacy Policy for California residents is provided following the main policy.



## INFORMATION USE

We use information that we collect about you or that you provide to us:

- to present our website and its contents to you and to improve our website (we continually strive to improve our website offerings based on the information and feedback We receive from you);
- to provide you with information or services that you request from us;
- to fulfill our obligations to you as a customer;
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- to notify you about changes to our website or any products or services We offer or provide through it;
- to enable communications to you regarding our services such as email and text;
- to work with marketing partners to provide you with products or services that may be of interest to you;
- to fulfill any other purpose for which you provide it and in any other way we may describe when you provide the information; and
- for any other purpose with your consent.

## DISCLOSURE OF YOUR INFORMATION

We may disclose information that we collect about you or that you provide us directly as described in this privacy policy:

- to our subsidiaries and affiliates;
- to contractors, service providers, and other third parties we use to support our business;



- to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by the company about our website users is among the assets transferred;
- to fulfill the purpose for which you provide it. For example, to process your inquiry regarding a service or product;
- for any other purpose disclosed by us when you provide the information;
- with your consent.

We may also disclose your personal information:

- to comply with any court order, law, or legal process, including to respond to any government, regulatory, or law enforcement request;
- to enforce or apply our Terms and Conditions and other agreements, including for billing and collection purposes; and
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

We may disclose aggregated information about our users and deidentified data or information that does not identify an individual.

## LINKS

This website may contain links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

## CHILDREN UNDER THE AGE OF 13



Our website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information to or on this website or through any of its features. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us in one of the ways provided in the Contact Information section, below.

## DO NOT TRACK

We do not respond to web browser “do not track” signals or other mechanisms. Other parties may collect personally identifiable information about your activities over time and across different web sites when a consumer uses our web site or service.

## CHANGES TO OUR PRIVACY POLICY

It is our policy to post any changes we make to our privacy policy on this page.

## CONTACTING US

If there are any questions regarding this privacy policy you may contact us via telephone at 1-800-345-2495 or via e-mail at [dataprivacy@propanetank.com](mailto:dataprivacy@propanetank.com).

## Notice at Collection and Privacy Policy for California Residents

Tate Metalworks, Inc., and its parent company, affiliates and subsidiaries, respect your privacy and are committed to providing a transparent Notice at Collection and Privacy Policy for California Residents. This Notice and Privacy Policy for California Residents applies solely to those who reside in the State of California (“consumers” or “you”).

The purpose of this notice and privacy policy is to provide California residents, at or before the time we collect your personal information, with a comprehensive description of our online and offline practices regarding the collection, use, disclosure, and sale of personal information and of the rights of consumers regarding your personal information:



## Notice at Collection

The purpose of this Notice at Collection is to provide you with timely notice, at or before the point of collection, about the categories of personal information to be collected from you and the purposes for which the personal information will be used.

Do We collect?	Categories of Personal Information
<input checked="" type="checkbox"/>	<b>A. Identifiers:</b> For example, a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifiers.
<input checked="" type="checkbox"/>	<b>B. Personal Information Categories from Cal. Civ. Code § 1798.80(e):</b> For example, a name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
<input type="checkbox"/>	<b>C. Characteristics of CA or Federal Protected Classifications:</b> For example, age, gender and familial status.
<input checked="" type="checkbox"/>	<b>D. Commercial Information:</b> For example, records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
<input type="checkbox"/>	<b>E. Biometric Information:</b> For example, physiological, biological or behavioral characteristics, including an individual’s deoxyribonucleic acid (DNA), that can be used, singly or in combination with each other or with other identifying data, to establish individual identity. Biometric information includes, but is not limited to, imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns, and voice recordings, from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint, can be extracted, and keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contain identifying information.



<input checked="" type="checkbox"/>	<b>F. Internet or Other Similar Network Activity:</b> For example, browsing history, search history, and information regarding a consumer’s interaction with an Internet Web site, application, or advertisement
<input type="checkbox"/>	<b>G. Geolocation Data:</b> For example, information that can be used to determine a device’s physical location
<input type="checkbox"/>	<b>H. Sensory or Surveillance Data:</b> For example, audio, electronic, visual, thermal, olfactory, or similar information that can be linked or associated with a particular consumer or household
<input type="checkbox"/>	<b>I. Professional or Employment-Related Information:</b> For example, compensation, evaluations, performance reviews, personnel files and current and past job history.
<input type="checkbox"/>	<b>J. Education Information</b> ( <i>defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99)</i> ): Education records directly related to a student maintained by an education institution or party acting on its behalf, for example, non-public information that can be used to distinguish or trace an individual’s identity in relation to an educational institution either directly or indirectly through linkages with other information.
<input type="checkbox"/>	<b>K. Profile Data:</b> For example, inferences drawn from personal information to create a profile about a consumer reflecting the consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

***Please note that Personal Information does not include:***

- Publicly available information from government records;
- Deidentified or aggregated consumer information; or
- Information excluded from the California Consumer Protection Act’s (“CCPA”) scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (CalFIPA), and the Driver's Privacy Protection Act of 1994.



We may use the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason for which the information is provided;
- For our internal operation purposes;
- For auditing relating to consumer transactions including ad impressions and compliance with regulations;
- Fraud and security detection;
- Debugging to identify and repair errors;
- Short-term data use for the current interaction that is not used to build a profile;
- Servicing transactions and accounts (e.g., customer service, maintaining and servicing accounts, customer verification, payment processing) and providing services on behalf of business or service provider (e.g., financing, advertising or marketing, analytics);
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of a bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred;
- Undertaking internal research for technological development and demonstration;
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business; and/or
- To share the personal information with service providers to carry out other business purposes.

We will not collect additional categories of personal information without providing you a new Notice at Collection disclosing those categories.

## **Privacy Policy**

The purpose of this privacy policy is to provide you with a comprehensive description of our online and offline practices regarding the collection, use, disclosure, and sale of personal information and of your rights regarding your personal information.



**Your Right to Know**

You have the right to request that we disclose what personal information we collect, use, disclose, and sell. You can do this through a verified consumer request. That process is described below in the section, “Submitting a Verified Consumer Request.”

We collect personal information, which means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (“personal information”). The following table includes disclosures for the preceding 12 months of: categories of personal information we have collected about consumers, the categories we have disclosed for a business purpose, and categories of third parties with whom we shared the personal information during that period.

Category	In the preceding 12 months this category was:		Categories of third parties to whom the information was disclosed
	Collected	Disclosed	
<b>A. Identifiers</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Advertising networks</li> <li>• Internet service providers</li> <li>• Data analytics providers</li> <li>• Government entities</li> <li>• Operating systems and platforms</li> <li>• Social networks</li> <li>• Data brokers</li> <li>• Cloud storage providers</li> <li>• Payment processors</li> <li>• Web hosting service providers</li> <li>• E-mail distribution service providers</li> <li>• Help Desk service providers</li> <li>• Financial and accounting service providers</li> <li>• Cybersecurity service providers</li> <li>• Logistics and planning tool providers</li> <li>• Customer relationship management tool providers</li> </ul>





<b>B. Personal Information Categories from Cal. Civ. Code § 1798.80(e)</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>C. Characteristics of CA or Federal Protected Classifications</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D. Commercial Information</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>E. Biometric Information</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>F. Internet or Other Similar Network Activity</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>G. Geolocation Data</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>H. Sensory or Surveillance Data</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>I. Professional or Employment-Related Information</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>J. Education Information</b>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>K. Profile Data</b>	<input type="checkbox"/>	<input type="checkbox"/>	

The categories identified as collected in the table above were collected from the following categories of sources:

- You directly
- Consumer reporting agencies



- Affiliates
- Advertising networks
- Internet service providers
- Data analytics providers
- Operating systems and platforms
- Social networks

### **What we Sell and Right to Opt-Out**

We do not sell personal information.

### **Your Right to Request Deletion of Your Personal Information**

You have the right to request that we delete any of your personal information collected by us, subject to certain exceptions. You can do this through a verified consumer request. That process is described below in the section, "Submitting a Verified Consumer Request."

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.



- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Submitting a Verified Consumer Request**

You have the right to submit verified consumer requests to know information or for deletion. The request to know can be for any or all of the following:

- (1) Specific pieces of personal information that we have collected about you;
- (2) Categories of personal information we have collected about you;
- (3) Categories of sources from which the personal information was collected;
- (4) Categories of personal information that we sold or disclosed for a business purpose about you;
- (5) Categories of third parties to whom the personal information was sold or disclosed for a business purpose; and
- (6) The business or commercial purpose for collecting or selling personal information.

The response to a request for any of the categories above will cover the preceding 12 months. Please note that we are not required to provide personal information to you more than twice in a 12-month period. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

You can submit requests using the following by emailing us at [dataprivacy@propanetank.com](mailto:dataprivacy@propanetank.com) or by calling 1-800-345-2495.

If you submit a request that is not through one of these designated methods or is deficient in some manner unrelated to verification, we will either treat it as if it had been submitted in



accordance with our designated methods or provide you with information on how to submit the request or remedy any deficiencies.

Once we receive your verifiable consumer request, we will confirm receipt of the request within 10 business days describing our verification process. Your request will be verified by matching the information you provide to the information that we have collected. We will respond to your request within 45 calendar days, if we are able to verify your identity. Requests for deletion will require separate confirmation that you want your information deleted.

If requests from you are manifestly unfounded or excessive in particular because of their repetitive character, we may either charge a reasonable fee or refuse to act on the request, notifying you of our reason for refusing to act. If we determine that the request warrants a fee, we will notify you of the reason for that determination and provide you with a cost estimate before completing your request.

**Please note that, in responding to your request, we are not permitted to disclose or provide you with your Social Security number, driver's license number or other government-issued identification number, financial account number, any health insurance or medical identification number, an account password, security questions and answers, or unique biometric data generated from measurements or technical analysis of human characteristics. However, we will inform you with sufficient particularity that we have collected the type of information without disclosing the actual data.**

Requests to Know or Delete for Child Under the Age of 13: We do not knowingly collect information of minors under the age of 13.

#### **Using an Authorized Agent to Submit a Request**

Only you, or a natural person or a business entity registered with the Secretary of State to conduct business in California that you have authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. If you use an authorized agent, you may provide a power of attorney executed pursuant to California Probate Code sections 4121 to 4130. If a power of attorney that meets those provisions is not submitted, you will be required to provide the authorized agent signed permission to submit a request, verify your identity directly with us, and directly confirm with us that you provided the authorized agent permission to submit the request.



If you're an authorized agent making a request, you need to submit the following documents, which can be submitted by emailing us at [dataprivacy@propanetank.com](mailto:dataprivacy@propanetank.com)

(a) a copy of a power of attorney provided to you by the consumer pursuant to Probate Code sections 4121 to 4130; or

(b) proof of signed permission along with a copy of your ID (the consumer will also need to confirm with us directly that they provided you permission to submit the request).

### **Your Right to Non-Discrimination for the Exercise of a Privacy Right**

You have a right not to receive discriminatory treatment by the business for the exercise of the privacy rights conferred by the CCPA. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Other California Privacy Rights**

Company does not respond to Web browser "do not track" signals or other mechanisms.

Other parties may collect personally identifiable information about your activities over time and across different Web sites when a consumer uses our Web site or service.

### **Changes to Our Privacy Notice**

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice's effective date. Your continued use of our website following the posting of changes constitutes your acceptance of such changes.



**Contact for More Information**

If you have any questions or comments about this notice, the ways in which we collect and use your information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: 1-800-345-2495

Postal Address:

LT Corporation, Attn: Corporate Counsel  
2914 US 61  
PO Box 249  
Cleveland, MS 38732



## TERMS OF USE

This Terms of Use and End User Agreement (the “Agreement”) is a binding, contractual agreement between you (“you”) and Tate Metalworks, Inc. (“Tate”) and its parent company, subsidiaries and affiliates. This Agreement applies solely to your use of the Website, including all enhancements, versions, and modifications of the Website.

***SUBJECT TO APPLICABLE LAW, THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE THAT LIMITS YOUR RELIEF. READ THE MANDATORY ARBITRATION SECTION CAREFULLY.***

### CONDITIONS OF USE

You must have reached the age of majority in your jurisdiction of residence or older to use the Website. If an individual is under the age of majority in any jurisdiction (“minor”), that individual must have the agreement of a parent/legal guardian, and that parent/legal guardian must be bound to these terms on behalf of the minor.

By accessing or using the Website you are indicating your: (i) acceptance of, and agreement to be legally bound by, all of the terms and conditions of this Agreement; and (ii) consent to the installation of any software including, but not limited to, scripts, browser plugins, applets, and mobile Services as part of the Website on the computer or mobile device you are using to access the Website. If you do not accept and agree to this Agreement, you must not install, access or use the Website.

### MODIFICATION OF AGREEMENT

Tate reserves the right, in its sole and absolute discretion, to modify all or any portion of this Agreement at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we modify the Agreement, we will post the changes to the Agreement and will indicate the date this Agreement was last revised. Your continued use of the Website after any such changes constitutes your (and your parent’s or legal guardian’s on your behalf, if you are under the age of majority in your jurisdiction of residence) acceptance of, and agreement to be legally bound by, this Agreement, as revised. It is your sole responsibility to regularly check the Agreement to determine if there have been any changes to the Agreement and to review such changes.

## **PROVIDER OF APPLICATION**

You acknowledge that some or all the services may be provided by separate agreement between Tate and its third-party licensor (“Licensor”). This agreement is between you and Tate, not Licensor. To use the services, you may also be required to agree to be bound by separate terms and conditions specified by the Licensor. You should carefully read any separate terms and conditions specified by the Licensor. Tate makes no representations or warranties regarding any terms and conditions you enter into with Licensor.

In addition to other disclaimers and exclusions contained in this Agreement, Tate expressly disclaims to the maximum extent permitted by applicable law: (i) any and all liability related to the services involving “content,” as defined in the **SERVICES AND CONTENT** section herein, which belongs to Licensor; (ii) any and all liability related to maintenance or support with respect to the services provided by Licensor; and (iii) any and all liability related to claims with respect to product liability, intellectual property rights, consumer protection, privacy, or failure to conform to any applicable legal or regulatory requirement involving Licensor’s conduct or content.

## **SERVICES AND CONTENT**

You acknowledge that content may be made available to you through the Website, including, but not limited to, information, comments, data, software (whether applications, scripts, plug-ins or applets), photographs, graphics, text, sound, images and other material (“Content”). All content is owned by Tate, Licensor, or another third party. Content is protected by copyright laws, trademark laws, other intellectual property laws and treaties, both in Canada, the United States, and world-wide, and all rights therein are reserved by their respective owners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, except as expressly allowed by this Agreement or applicable law (including, without limitation, U.S. copyright, trademark and patent law). Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the materials thereon.

Your use of the Website does not grant or transfer to you any ownership or other rights in the Website or the Content, and except as expressly provided, nothing herein or within the Website shall be construed as conferring on you or any other person any license under any of Tate’s, Licensor’s, or any third party’s intellectual property rights. Any rights not expressly granted to you in this Agreement are expressly reserved by Tate. For greater certainty, you agree that you will not take any action that is inconsistent with Tate’s ownership of any portion or all of the Website and Content, or with Licensor’s, or any third party’s ownership of any portion or all of the services and Content. You are hereby expressly prohibited from removing any proprietary notice of Tate, Licensor, or any third party, from any copy of the Website, services, or Content.

## **WEBSITE DISCLAIMERS**

Tate provides you with access to the Website on an “as is” and “as available” basis only, and, to the maximum extent permitted by law, excludes all representations, warranties, conditions, and



other terms. Tate does not warrant that the Website or any content will be uninterrupted or error-free, that defects will be corrected or that the Website or the servers hosting the Website will be free of viruses or other harmful components.

This Agreement applies only to the Website, other services may be facilitated by the Website, such as financing and leasing options, are not subject to this Agreement and Tate makes no representation or warranties as to those services. In providing the Website pursuant to this Agreement, Tate make no representations or warranties as to the lawfulness or merchantability of the underlying services, which may be subject to other agreements.

***Geolocation collection:*** Tate may, during your use of the Services, collect information regarding the precise location of your Device. This information will be used to facilitate and improve services.

## **GEOGRAPHIC LIMITATIONS**

The Website and services are provided for access and use only by persons located in the United States and Canada. You acknowledge that you will not attempt to use the Website or access any functionality through the services outside of the United States or Canada.

By accessing or using the Website, you represent and warrant that (i) you are not located in a country that is subject to a United States or Canadian government embargo, or that has been designated by the United States or Canadian government as a “terrorist supporting” country; and (ii) you are not listed on any United States or Canadian government list of prohibited or restricted parties.

## **RESTRICTIONS AND CONDITIONS**

You agree as a condition of using the Website, that you will not yourself, or cause any others to do any of the following:

- a. use, copy, modify, download or transfer the Website or any component of the services (including, without limitation, the Content), in whole or in part, except as expressly provided in this Agreement;
- b. (i) reverse engineer, disassemble, decompile, or translate the Website; (ii) attempt to derive the source code of the Website;(iii) create any derivative work from the Website; and/or (iv) authorize or assist any third party to do any of the foregoing;
- c. use the for any commercial purpose of your own or to benefit another, including rent, lease, loan, resell for profit, or distribute the Website, or any part thereof;
- d. remove or alter any proprietary notice or legend regarding Tate’s, or any third party’s, proprietary rights in the Website;
- e. use the Website except in accordance with applicable laws and regulations; and/or

- f. use the Website: (i) to defraud any third party; (ii) to distribute obscene or other unlawful materials or information; and/or (iii) to disseminate or encourage conduct that could constitute a criminal offence or give rise to civil liability.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND CONTENT (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION) IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES AND SERVICES CONTENT RESIDES WITH YOU. TATE EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON- INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DATA ACCURACY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TATE MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE WEBSITE WILL BE COMPATIBLE WITH YOUR DEVICE AND SOFTWARE; (II) THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE WEBSITE WILL BE SECURE; (V) THE USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE WEBSITE WILL NOT CAUSE ANY DAMAGE TO YOUR DEVICE, SOFTWARE OR ELECTRONIC FILES.

ANY AND ALL INFORMATION CONTAINED ON OR WITHIN THE WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO PROVIDE SPECIFIC ADVICE AND SHOULD NOT BE RELIED UPON IN THAT OR ANY OTHER REGARD.

THE WEBSITE IS OFFERED IN JURISDICTIONS WHERE IT MAY BE LEGALLY OFFERED. THE WEBSITE AND THE INFORMATION OFFERED THROUGH IT IS NOT OFFERED TO ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER.

TATE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE OR CONTENT. YOU EXPRESSLY ACKNOWLEDGE THAT TATE HAS ENTERED INTO THIS AGREEMENT WITH YOU

AND MAKES THE WEBSITE AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TATE. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE AND CONTINUE TO APPLY IN THE CASE OF THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

## **INDEMNIFICATION**

**At our request, you agree to defend, indemnify, and hold harmless Tate, its parent and other affiliated companies, and their employees, contractors, officers, and directors, and Licensor from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including legal fees and disbursements on a solicitor-client basis) that arise from your use or misuse of the Website, violation of these Terms, or violation of any rights of a third party. Tate reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the you, in which event you will cooperate in asserting any available defenses.**

## **PRIVACY**

Please read the Tate Privacy Policy (“Privacy Policy”) provided on the websites carefully to understand how Tate collects, uses and discloses information, including personally identifiable information.

## **GOVERNING LAW**

This Agreement is governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Mississippi. You waive any and all objections to the exercise of jurisdiction over you by such courts.

## **MANDATORY ARBITRATION**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. THIS PROVISION REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY. Any controversy, dispute, or claim arising out of or relating to this Agreement shall be settled by binding arbitration by the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial Arbitration Rules or any other set of arbitration rules agreed to by both parties. Arbitration shall be conducted in Mississippi**

**before an arbitrator who is an attorney licensed in Mississippi. If the parties cannot agree upon an arbitrator, the AAA shall appoint the arbitrator according to AAA's selection procedures. Judgment upon any award of the arbitrator may be entered in any court having jurisdiction thereof (such judgment to include an award of reasonable attorneys' fees and expenses, including the expense of arbitration, to the prevailing party). Notwithstanding the foregoing, any party to this Agreement may seek any appropriate equitable relief, including injunction, to which it may be entitled.**

## **TERMINATION**

If you breach any provision of this Agreement, you may no longer use the Website. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Website or any part thereof or any of its features at any time, for any reason, without any notice or liability to you or any other entity. If this Agreement or your permission to use the Website is terminated by us for any reason, the agreement formed by your acceptance of this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website and anything relating to or arising from such use. If you are dissatisfied with the Website, then your sole and exclusive remedy is to discontinue using the Website.

## **EXPORT CONTROLS**

You acknowledge that the Website, Content, information and the underlying technology may be subject to applicable export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Website, Content, information and the underlying technology, as well as end-user, end use, and destination restrictions issued by Canada, the United States, and other governments. By accessing, or using the Website, you agree to the foregoing and you represent, warrant and covenant that you are not located in, under the control of, or a national or a resident of any country identified in any applicable legislation, regulation, deny order or prohibition list issued by any governmental or regulatory body, and that you will otherwise comply with all applicable export control laws.

## **SEVERABILITY AND ENTIRE AGREEMENT**

If any provision of this Agreement by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

This Agreement constitutes the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.