

LAKESIDE DEFENSE MODIFICATIONS

Official Terms of Service

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Website: www.lakesidemods.com

Disclaimer: This is only a sample policy. The sample should not be interpreted as legal advice and the information contained herein should not be construed as our recommended policy for your business, nor should it be considered a substitute for professional legal advice. Prior to use, the template should be customized to the needs of your business and reviewed with a licensed legal professional with whom you have an attorney-client relationship.

TERMS OF SERVICE

IMPORTANT - READ CAREFULLY:

These Terms of Service (“TOS”) establish a legal agreement between you and Lakeside Defense Modifications (“Lakeside Defense Modifications”) for the Lakeside Defense Modifications products or services accompanying this TOS, which includes computer software and may include associated media, printed materials, online or electronic documentation, and Internet-based services (collectively, “Lakeside Defense Modifications Services”). YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TOS, BY USING THE LAKESIDE DEFENSE MODIFICATIONS SERVICES. IF YOU DO NOT AGREE TO ANY TERM OR CONDITION IN THIS TOS, DO NOT USE THE LAKESIDE DEFENSE MODIFICATIONS SERVICES.

This Website is offered and available to users who are 18 years of age or older, reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Lakeside Defense Modifications and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website. If you are a FFL Dealer who participates as a member of the Lakeside Defense Modifications network of authorized dealers (“Dealer”), you are also subject to the Lakeside Defense Modifications Dealer Terms of Use (the “Dealer Terms”), which are available to Dealers at the Dealer Portal and incorporated herein by reference.

1. LAKESIDE DEFENSE MODIFICATIONS SERVICES PROTECTION AND LICENSE ONLY

The Lakeside Defense Modifications Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Lakeside Defense Modifications Services are licensed to you for use only in accordance with the terms and conditions of this TOS, and not sold in any sense whatsoever. Lakeside Defense Modifications and its suppliers shall retain title and all ownership rights to the Lakeside Defense Modifications Services, and this TOS shall not be construed in any manner as transferring any rights of ownership or license to the Lakeside Defense Modifications Services or to any feature or information contained therein, except the limited rights to use as specifically stated in Sections 2 and 3 below.

2. GRANT OF LICENSE

Lakeside Defense Modifications hereby grants you a limited, nonexclusive, non-transferrable, non-sublicensable, royalty-free license to use the Lakeside Defense Modifications Services solely for the purpose of evaluating or operating the accounts receivable management solutions supplied by Lakeside Defense Modifications (the “Purpose”).

3. LIMITATIONS

You may not modify, reverse engineer, decompile, or disassemble the Lakeside Defense Modifications Services. You may not transfer, sublicense, rent, lease or lend the Lakeside Defense Modifications Services or provide any type of hosting services in connection with the Lakeside Defense Modifications Services. Without prejudice to any other rights, Lakeside Defense Modifications may terminate this TOS and your access to the Lakeside Defense Modifications Services for any reason, including your failure to comply with any terms or conditions of this TOS. You agree that the Lakeside Defense Modifications Services are owned by Lakeside Defense Modifications and/or its suppliers and all rights not expressly granted herein are reserved by Lakeside Defense Modifications and/or its suppliers, as applicable, and undertake not to challenge or assist any person to challenge such rights in any manner. You agree that Lakeside Defense Modifications and its affiliates may collect and use technical, business, financial and personal information gathered as part of the product support services provided to you, if any, related to the Lakeside Defense Modifications Services. Lakeside Defense Modifications or its affiliates or suppliers may share your data and information with affiliated third parties for business purposes, but never in a manner prohibited by applicable laws, rules and regulations. Lakeside Defense Modifications's sharing or use of such data or information will at all times be compliant with applicable law. Lakeside Defense Modifications may use or share your data and information in conjunction with providing the Lakeside Defense Modifications Services to you and with companies Lakeside Defense Modifications includes in ancillary products or services offered in conjunction with the Lakeside Defense Modifications Services. Lakeside Defense Modifications will not sell or share your data or information with unaffiliated companies. Please review our Privacy Policy regularly for more information as the policy is subject to change without warning or notification to you. You agree in all instances to use the Lakeside Defense Modifications Services in strict compliance with all applicable laws, rules and regulations, and you agree to indemnify Lakeside Defense Modifications against, and hold Lakeside Defense Modifications harmless from, any impermissible or illegal activities that you engage in utilizing the Lakeside Defense Modifications Services.

4. PRODUCT UPDATES AND MAINTENANCE

You understand and agree that Lakeside Defense Modifications may provide updates or maintenance to the Lakeside Defense Modifications Services from time to time but Lakeside Defense Modifications shall have no obligation to provide any updates or maintenance to you in relation to the Lakeside Defense Modifications Services licensed to you under this TOS. In case that Lakeside Defense Modifications provides any update or maintenance to the Lakeside Defense Modifications Services, this TOS shall automatically apply to such update or maintenance, unless Lakeside Defense Modifications provides other terms along with such update or maintenance.

5. FURTHER USE RESTRICTIONS

Use of the Lakeside Defense Modifications Services for any purpose other than as specifically permitted hereunder or in writing by Lakeside Defense Modifications is a violation of this TOS and you agree that such use constitutes a blatant and flagrant violation and fundamental breach of this TOS and will be subject to any and all remedies and/or penalties available to Lakeside Defense Modifications and/or its supplier(s) under applicable law. To the extent applicable, you have the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to your sales of goods and services, if any. You shall be solely responsible for your actions and the actions of your employees, agents and representatives, and you shall insure that your employees, agents and representatives comply with this TOS in all respects. You shall provide connectivity and security to the Internet for your location(s) for purposes of providing access to the Lakeside Defense Modifications Services. Lakeside Defense Modifications shall not be responsible for the reliability, speed, or continued availability of the communications lines, or the corresponding security configurations you use in accessing the Internet to access the Lakeside Defense Modifications Services. You are responsible for ensuring that all your data used in connection with the Lakeside Defense Modifications Services is accurate, not corrupt in any way, does not contain vulgar or illegal content, does not infringe the rights of any third party, and does not contain any viruses. You shall not, intentionally or otherwise, permit the introduction of or introduce viruses, bugs, errors, inaccuracies or any malicious software into the Lakeside Defense Modifications Services.

6. CONFIDENTIALITY AND FEEDBACK

You understand that the Lakeside Defense Modifications Services contain confidential, proprietary, or trade secret information (together “Confidential Information”) of Lakeside Defense Modifications and/or its suppliers and shall be maintained in strictest confidentiality. You agree that the confidentiality obligations, including without limitation the following, are an essential part of this TOS and any unauthorized disclosure by you constitutes a fundamental breach of this TOS. You agree to: (i) not use the Confidential Information disclosed by Lakeside Defense Modifications for any purposes other than the Purpose; (ii) protect Lakeside Defense Modifications's Confidential Information in the same manner and with the same degree of care, but not less than a reasonable degree of care, against unauthorized use, dissemination, publication or disclosure, as you protect your own confidential or proprietary information of a like nature; (iii) limit the use, circulation of and access to Lakeside Defense Modifications's Confidential Information to your directors, officers and employees, if any, who have a need to know in connection with the Purpose, are under binding obligations of confidentiality no less restrictive than those of this TOS, and have been notified that such information is Confidential Information for the Purpose, and you shall be held liable if such persons do not adhere to such requirements; (iv) not copy any of Lakeside Defense Modifications's Confidential Information except as reasonably required for the Purpose; (v) reproduce Lakeside Defense Modifications's proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original; (vi) not reverse engineer, disassemble or decompile any prototype, software or other tangible object that embody Lakeside Defense Modifications's Confidential Information; and (vii) notify Lakeside Defense Modifications in writing immediately upon the occurrence of any unauthorized release, disclosure, or other breach or upon presence of threat of such occurrence. You understand and agree that disclosure or use of the Lakeside Defense Modifications Services, except as authorized above, will result in irreparable harm to Lakeside Defense Modifications and/or its suppliers and that monetary damages may be inadequate to compensate Lakeside Defense Modifications and/or its suppliers for such breach. Accordingly, you agree that Lakeside Defense Modifications will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive reliefs to enforce the terms of this Agreement. You hereby also agree that Lakeside Defense Modifications can discuss your data and other information and/or disclose your data and information to any person or entity that states they are authorized by you to discuss or obtain such information if Lakeside Defense Modifications reasonably and in good faith believes that such authorization is legitimate. You, not Lakeside Defense Modifications, are responsible for ensuring that all persons or entities contacting Lakeside Defense Modifications purportedly on your behalf are authorized to do so. You must notify Lakeside Defense Modifications in writing when you revoke the authority of any person or entity previously authorized by you to discuss or obtain your information. Additionally, from time to time, you may submit to Lakeside Defense Modifications comments, questions, enhancement requests, suggestions, ideas, process descriptions or other information related to the Lakeside Defense Modifications Services (“Feedback”). You hereby grant Lakeside Defense Modifications a worldwide, perpetual, irrevocable, royalty-free license to use, share, exploit and incorporate the Feedback for any purpose without restriction, attribution or payment to you.

7. COPYRIGHT

All title, copyrights, and other intellectual property rights in and to the Lakeside Defense Modifications Services (including but not limited to any images, photographs, animations, video, audio, music, text, and applets incorporated into the Lakeside Defense Modifications Services), the accompanying printed materials, and any copies of the Lakeside Defense Modifications Services are owned by Lakeside Defense Modifications and/or its suppliers. The Lakeside Defense Modifications Services are protected by copyright laws, other intellectual property laws, and international treaty provisions. Therefore, you must treat the Lakeside Defense Modifications Services like any other copyrighted material. You may not copy any printed materials accompanying the Lakeside Defense Modifications Services without express authorization in this TOS or prior written permission of Lakeside Defense Modifications.

8. U.S. GOVERNMENT LICENSE RIGHTS

All Lakeside Defense Modifications Services provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, are provided with the commercial license rights and restrictions described elsewhere herein. All Lakeside Defense Modifications Services provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, are provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227 -14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

9. EXPORT RESTRICTIONS

You acknowledge that the Lakeside Defense Modifications Services licensed for use hereunder are subject to the export control laws and regulations of the U.S.A., and any amendments thereof. You confirm that with respect to the Lakeside Defense Modifications Services, you will not export or re-export the Lakeside Defense Modifications Services, directly or indirectly, either to (i) any countries that are subject to U.S.A export restrictions; (ii) any end user who you know or have reason to know will utilize them in the design, development, or production of nuclear, chemical, or biological weapons; or (iii) any end user who has been prohibited from participating in the U.S.A. export transactions by any federal agency of the U.S.A. government. You further acknowledge that the Lakeside Defense Modifications Services may include technical data subject to export and re-export restrictions imposed by the laws of the U.S.A.

10. WARRANTY DISCLAIMER

THE LAKESIDE DEFENSE MODIFICATIONS SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LAKESIDE DEFENSE MODIFICATIONS FURTHER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR BY ESTOPPEL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE TO DESCRIPTION OR SAMPLE, NO DEFECT IN WORKMANSHIP OR MATERIAL, LACK OF VIRUSES, AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY TO TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND NON-INFRINGEMENT WITH REGARD TO THE LAKESIDE DEFENSE MODIFICATIONS SERVICES. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LAKESIDE DEFENSE MODIFICATIONS SERVICES AND DOCUMENTATION REMAINS WITH YOU. NO ACTIVITY, SERVICE, ADVERTISING, PACKAGING, STATEMENT OR COMMUNICATION BY LAKESIDE DEFENSE MODIFICATIONS OR ITS SUPPLIER(S) IN RELATION TO THE LAKESIDE DEFENSE MODIFICATIONS SERVICES, EVEN IF PRESENTED IN THE FORM OF A PRODUCT WARRANTY, WHETHER PRIOR TO, ON OR AFTER THE DATE OF THIS TOS, SHALL BE INTERPRETED AS AN ANNULMENT, IMPAIRMENT OR MODIFICATION TO THIS DISCLAIMER.

11. EXCLUSION OF CLAIMS; REMEDIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LAKESIDE DEFENSE MODIFICATIONS AND/OR ITS SUPPLIER(S) BE LIABLE FOR ANY SPECIAL, RELIANCE, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE LAKESIDE DEFENSE MODIFICATIONS SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE LAKESIDE DEFENSE MODIFICATIONS SERVICES OR OTHERWISE ARISING OUT OF THE USE OF THE LAKESIDE DEFENSE MODIFICATIONS SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS TOS, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY,

BREACH OF CONTRACT OR BREACH OF WARRANTY OF LAKESIDE DEFENSE MODIFICATIONS AND/OR ANY OF ITS SUPPLIERS, AND EVEN IF LAKESIDE DEFENSE MODIFICATIONS AND/OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND AGREE THAT YOU HAVE WAIVED ALL RIGHTS TO ALL REMEDIES, WHETHER IN LAW OR IN EQUITY, EXCEPT IN THE EVENT OF A FUNDAMENTAL BREACH BY LAKESIDE DEFENSE MODIFICATIONS AND/OR ANY OF ITS SUPPLIERS, IN WHICH CASE YOU HAVE THE EXCLUSIVE AND SOLE REMEDY TO REQUEST AN UPDATED VERSION OF THE LAKESIDE DEFENSE MODIFICATIONS SERVICES, WHICH LAKESIDE DEFENSE MODIFICATIONS HAS THE SOLE DISCRETION TO DETERMINE WHETHER TO SATISFY.

12. GOVERNING LAW AND DISPUTE SETTLEMENT

This TOS shall be governed by and construed in accordance with the laws of the State of Ohio. In case of any dispute arising out of or in connection with this TOS, you have consented to the exclusive jurisdiction of the federal and state courts sitting in Lake County, Ohio, U.S.A. You agree that Lakeside Defense Modifications shall be entitled to recover all reasonable attorney's fees if Lakeside Defense Modifications prevails in any case or dispute arising out of or in connection with this TOS.

13. PRIVACY

Please review our Privacy Policy, which also governs your use of the Lakeside Defense Modifications Services, to understand our practices.

14. ELECTRONIC COMMUNICATIONS

When you use the Lakeside Defense Modifications Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you will be communicating with Lakeside Defense Modifications electronically. You consent to receive communications from Lakeside Defense Modifications electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Lakeside Defense Modifications Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that Lakeside Defense Modifications provides to you electronically satisfy any legal requirement that such communications be in writing. Except to the limited extent that (i) opt out provisions are required by applicable law, or (ii) the Lakeside Defense Modifications Services specifically offer functionality permitting certain opt out features, any attempt to opt out of receiving electronic communications in any form from Lakeside Defense Modifications shall be null and void.

15. SAVING A PAYMENT METHOD

The Lakeside Defense Modifications Services may enable you, in certain circumstances, to instruct us to save bank account and/or payment card information (collectively, "Payment Information") for potential future use. This Payment Information may belong to you, or it may belong to a customer, supplier, or other third-party that you have a business relationship with. In any instance where you instruct us to save Payment Information, you represent and warrant that you have the authority to instruct us to save such Payment Information for potential future use, and you agree to indemnify us and hold us harmless from any third-party claims related to such instructions. You are responsible for providing complete and accurate Payment Information, and you are responsible for promptly updating all Payment Information as needed.

16. MISCELLANEOUS

Except for any signed written agreement that is in effect between you and Lakeside Defense Modifications, this TOS (including any of its addendums or amendments) constitutes the entire agreement between you and Lakeside Defense Modifications relating to the Lakeside Defense Modifications Services and the support or maintenance services therein (if

any) and shall replace and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Lakeside Defense Modifications Services or any other subject matter covered by this TOS. To the extent the terms of any Lakeside Defense Modifications policies or programs for support services conflict with the terms of this TOS, the terms of this TOS shall control. If any provisions of this TOS are held to be void, invalid, unenforceable, or illegal, the other provisions shall continue in full force and effect. No delay in enforcing a right or remedy under this TOS shall be deemed to be a waiver. You cannot transfer or assign this TOS or any right or obligation herein to any person without prior written consent from Lakeside Defense Modifications. In the event of any conflict between this TOS and any other signed written agreement between you and Lakeside Defense Modifications, the terms and conditions set forth in such signed written agreement will control.

17. MARKETING PROMOTIONS

Lakeside Defense Modifications offers you the ability to opt-in to receive marketing and promotional mobile alerts (e.g. cart reminders) and order and shipping notifications by SMS message. If you elect to receive SMS messages from us, you are agreeing to the Mobile Messaging Terms & Conditions, found at www.lakesidemods.com/mobile-terms, which are hereby incorporated into these TOS.