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IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO USE THIS WEBSITE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU UNDERSTAND THESE TERMS AND CONDITIONS AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH US. OUR PRIVACY POLICY AND ANY OTHER SEPARATE POLICY, LEGAL NOTICE OR DISCLAIMER APPEARING ON THIS WEBSITE IS HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

Prohibited Access for Persons Under the Age of 13.

IF YOU ARE UNDER THE AGE OF 13, YOU ARE RESTRICTED FROM USING ANY PORTION OF THIS WEBSITE AND YOU MUST EXIT THIS WEBSITE IMMEDIATELY. If you are a parent/guardian, please see our Privacy Policy for important information related to how we collect and use information from our website visitors and customers.

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As a condition of your access and use of this Website, You agree that: i) You will only use this Website and/or any of the Materials for personal, non-commercial purposes; ii) You will not to use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with another person's use and enjoyment of the Website, including uploading or introducing files that contain viruses, corrupted files, or any other similar software or other applications or programs that cause damage or interference with any computer, server or network; iii) You will not engage in any unauthorized use of any Materials in a manner that violates copyright laws, trademark laws or the laws of privacy and publicity of another; iv) You will not to

use any data mining, robots, engage in any "harvesting or similar data gathering or extraction methods in connection with this Website; v) You will not otherwise engage in any hacking or attempt to gain unauthorized access to any portion of this Website; and vi) You agree to comply with all applicable laws and regulations of the United States and any other applicable International treaty, law or regulation governing your use of this Website. Use of this Website for any of the foregoing reasons is strictly prohibited. Additional use restrictions are contained elsewhere in this Agreement.

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We grant You permission to link to this Website, including "deep linking" to web pages within this Website. However, at all times You agree that: (1) You will only use a text link to link to this Website as it appears on your website and You will not use any

trademark or logo or incorporate any type of "image link on your website using any of the Materials; (2) You will not engage in any "scraping" of the Materials by any means (i.e., extracting content from the Website and reformatting it, aggregating it with other content or redistributing it other than in its complete and original format); (3) You will not engage in any "framing" of any pages of this Website or any of the Materials by copying any displaying any portions thereof through use of any in-line links or by any other manner; and (4) You agree to display any web page within this Website in full including all trademarks, advertising, banner ads and all other promotional materials, unaltered and without any additional content not included on the original webpage, including any frame, border, margin, design, logo, branding, third party trademark or any other advertising or promotional materials not displayed on the original webpage. We reserve the right at any time, in our sole discretion, to revoke your right to link to any webpage on this Website. Any other use by You of any external links to this Website made in any manner other than according to these terms is strictly prohibited. Notwithstanding the foregoing, You, or any of your employees, agents, affiliates or any other person or entity under your control, are restricted from placing any type of external link to this Website on any website that has been penalized or de-indexed by Google or any other major search engine due to the website's content, spam practices, any malware/viruses contained on the website(s) or due to any other activities whatsoever in violation of the terms or policies of such search engine. In addition, You agree that You will immediately cause the removal of any links to this Website from any such third-party website(s) which has/have in fact been penalized or de-indexed by Google or any other major search engine, or which otherwise has/have caused us to suffer a decrease in search engine rankings, incur any search engine penalties or suffer any other damages due to the existence of any links to our Website.

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LIMITATIONS ON LIABILITY

YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR ANY OTHER DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOST DATA OR LOSS OF GOODWILL, OR FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THIS WEBSITE IN ANY MANNER WHATSOEVER INCLUDING YOUR USE OR RELIANCE ON ANY OF THE MATERIALS CONTAINED ON THIS WEBSITE OR CONTAINED ON ANY THIRD PARTY WEBSITE YOU ACCESS THROUGH THIS WEBSITE. WE SHALL NOT BE LIABLE TO YOU AS STATED HEREIN REGARDLESS OF THE CASUE OF ANY DAMAGE YOU MAY INCUR, INCLUDING ANY DAMAGES NOT FORSEEABLE BY US AND REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, BY STATUTE, FOR ANY TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR FOR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE SAME. YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR ARE UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF AND YOUR RIGHTS UNDER ANY LAW THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE §1542.

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Some jurisdictions do not allow the waiver of certain warranties or the limitation of liability for certain damages. Accordingly, some of the above warranty disclaimers and limitations of liability may not apply to you. To the extent that we may not disclaim any implied warranty or limit its damages, the scope and duration of any required warranties under law and the extent of our liability shall be as limited as allowed under any applicable laws.

Indemnification by You

You agree to indemnify and hold us harmless, including our directors, officers, shareholders, members, managers, employees, agents or attorneys, to the extent applicable, from any and all claims, liabilities, legal proceedings, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or related to: i) Your use of and interaction with this Website in any way whatsoever; or ii) any violation of the terms and conditions of this Agreement; or iii) violation of any law; or iv) violation of the rights of any third party for which any suit or legal proceeding is brought against us related to such violation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim and agree that we shall be entitled to exercise sole discretion over the control and manner of such defense.

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By using this Website, You consent to our use of any personal information provided by You through your use of this Website pursuant to the terms contained in our Privacy and Communications Policy. You also acknowledge that You have read and understand these terms **before** You submit any personal information on this Website for any reason.

Anti-Spam Policy

We intend to comply with the requirements of the CAN-SPAM Act (15 U.S.C. § 7701 et. seq.) at all times. We do not engage in sending any unsolicited SPAM or junk mail of any kind including sending out any email communications in bulk or by a single mailing to anyone. However, if You have registered to this Website or subscribed to receive any materials from us and provided your email, You may receive promotional emails regarding upcoming product offers, sales, contests, etc. We do not consider such communications to be unsolicited SPAM. You will always have an option to opt-out of receiving any such communications from us. Please see our Privacy and Communications Policy for more information on how we use any information we collect from You.

No person who accesses or uses this Website, including any registered users, may use any information collected from this Website to send any unsolicited email communications or email communications otherwise in violation of the CAN-SPAM Act. Such activities are strictly prohibited and a violation of these terms. We will immediately terminate the user account of any registered user (to the extent applicable) who has violated this provision. If You would like to opt-out from receiving any promotional emails from us, or if You would like to contact us for any other reason relating to this policy, including making any complaints regarding any emails sent to you or our email policy in general, please contact us at info@ilipoofrockford.com. Please provide the reason why you are contacting us in the body of your email and a brief subject line description.

Contests And Promotions

Any sweepstakes, contests, raffles or other promotions (collectively, "Promotions") made available through this Website may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for any Promotion conflict with the terms contained in this Agreement, the separate rules of the Promotion will supersede and control such conflicting terms.

Miscellaneous:

A. Severability

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby, and shall be interpreted, to the extent possible,

to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

B. Entire Agreement

Except for the Privacy and Communications Policy or the terms of any Other Agreement, these terms supersede any and all prior and existing agreements, whether oral or in writing, between You and us with respect to your use and access of this Website and constitutes the entire agreement between the parties. This Agreement will be expressly incorporated by reference in each and every agreement between You and us regarding your use and access of this Website, including the terms of any Other Agreement.

C. Remedies/Attorney's Fees

In the event of a violation of this Agreement, we shall have each and every remedy available at law or equity in order to address such breach by You. In the event any party brings an action to enforce any provisions of this Agreement, whether such action is at law, in equity, or otherwise, and such party prevails in such action, such party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney fees and court costs.

Any and all claims, demands, controversies or legal proceedings arising out of or related to this Agreement and/or your use of this Website may only be brought exclusively in a state or federal court of competent jurisdiction situated in Winnebago County, State of Illinois, and You hereby expressly agree to submit to the personal jurisdiction of such court and consent to extra-territorial service of process. Further, You waive any right to challenge the selection and choice of jurisdiction and You acknowledge that the right of selection of jurisdiction being waived by You is a valid part of the consideration of allowing access to and use of this Website by You. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of laws principles and without regard to any applicable International laws, treaties or regulations.

E. Waiver

The waiver by us of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any other or subsequent breach by You. Any non-enforcement of this agreement by us shall not be considered a waiver of our rights to enforce the terms hereunder.

F. Modifications

We may, in our sole and absolute discretion, change the terms contained in this Agreement from time to time. We will post notice of any such changes on the Website prominently and/or notify all registered users the next time they log-on after the any changes are effective. Notwithstanding, You agree to periodically visit these terms of use to determine the then current terms and conditions applicable to your use of this Website and all Materials. If you object to any such changes made by us, your sole recourse shall be to cease using this Website. If you continue to use this Website after notice has been posted regarding any changes, You agree this shall indicate your acceptance of all such amendments.

G. Termination of Website Services

We reserve the right at any time, in our absolute sole discretion, to modify or terminate, either temporarily or permanently, this Website, any of the Materials or any services or functions offered by or through this Website, with or without notice. You agree that we shall not be liable to You or to any third party for any such modification or termination. These Website terms shall remain in full force and effect notwithstanding any termination of your use of this website.

H. Headings/Construction

The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will be interpreted without application of any strict construction in favor of or against You or us.

I. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by us without restriction.