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#### Website Terms of Usage

### 1. Use of Site and Materials

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- (a) that will infringe on any copyright, trademark, or trade secrets of others;
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- (c) that is in any way obscene, threatening, abusive, defamatory, or hateful;
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- (e) Copying, modifying, publishing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploiting, any of the copyrighted material on the website, in whole or in part, without prior written consent of Pole To Win;
- (f) Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in any material provided on the website to any third party;
- (g) Downloading any materials or content unless you see a '*download*' or similar link displayed on the website by reference;
- (h) Accessing the website through means other than through the interface that is provided by the Company;
- (i) Engaging in any form of antisocial, disrupting, or destructive acts, including "flaming,"
  "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the internet;
- (j) Violating any of the terms specified under the Terms of Use or any other website policies.

Pole To Win will investigate any occurrence which may involve any violation and seek cooperation with law enforcement officials in prosecuting users involved in such violations.

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# 4. Indemnity

By using this site you agree to indemnify and hold harmless Pole To Win and service, their officers, directors, employees, and agents, from and against any claims, actions, or demands,

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## 7. Privacy Policy

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### 9. Remedies

Pole To Win is entitled to specific performance, injunctive relief, reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees for any breach of this Agreement.

## 10. Disputes

Any dispute relating in any way to your visit to the Site or to the products you purchase through the Site will be submitted to confidential arbitration in Larkspur, CA unless the parties agree upon confidential mediation. Pole To Win has the right to seek injunctive or other appropriate relief if you violate or threaten to violate our intellectual property rights in any proper court.

## 11. Severability

If any these provisions will be deemed invalid, void, or for any reason unenforceable, that condition will not affect the validity and enforceability of any remaining provision.

# 12. Our Address

Please send any questions, comments or suggestions, including all inquiries related to copyright infringement, regarding this Site to: Pole To Win Marketing, 125 E. Sir Francis Drake Blvd, Larkspur, CA 94939.

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