

THEPULVR.COM
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1. General

In this Terms and Conditions of Use Agreement (“Agreement” or “Terms of Use”), the “Site” refers to thepulvr.com, which is owned and operated by Courtright Engineering Company, LLC (“Courtright”). The terms “we”, “our” or “us” refer to Courtright and/or its affiliates.

2. Terms

This Agreement sets forth guidelines for the use and viewing of the Site. By browsing to the Site, you (as a “Visitor”) agree to these Terms of Use. A “Visitor” is defined as any individual browsing the Site. Courtright reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Courtright will post any changes to these Terms of Use on the Site. We encourage you to periodically review this page for the latest information on our Terms of Use.

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We respect the intellectual property of others and we ask our Visitors to do the same. If you believe that your work has been copied and is accessible on our Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- a) A description of the copyrighted work that you claim has been infringed;
- b) Identification of the URL or other specific location on the Site where the material you claim is infringing is located;

- c) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- e) An affidavit submitted by you, sworn to and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512 of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, we designate the following individual as agent for receipt of notifications of claimed copyright infringement:

Courtright Engineering Company, LLC
Attention: Copyright Notice
By Email: copyright@thepulvr.com

5. Voluntary Submission

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7. Indemnification

Visitors agree to defend, indemnify and hold harmless Courtright and its affiliates and their respective directors, members, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of the use of the Site.

8. COPPA Notice

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Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering Sites) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protections are available to you online.

9. Product Safety Warning

The products advertised and sold on the Site are intended for industrial commercial applications use only. The physical characteristics of products (size and weight and application [grinding/shredding]) available on the Site are dangerous and require experienced adult supervision. Please read product labels and package inserts for full product use specifications, notifications, and safety warnings. Courtright assumes no liability for the inappropriate use of or lack of supervision during the use of its products. You agree to indemnify and hold harmless, Courtright and its employees, agents and officers from any and all liabilities, costs, expenses, claims, and demands or lawsuits arising out of, related to or connected with this Agreement or the products offered by Courtright hereunder.

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The Site operates within the United States. The Site can be accessed from the United States and from other countries around the world. As each of these jurisdictions have laws that may differ from those of the United States, by accessing the Site, you agree that all matters relating to access to, or use of, the Site, or any

hyperlinked website, shall be governed by the laws of the United States of America without regard to any principals of conflicts of law.

12. Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

Furthermore, we make no representation that the Content on the Site is appropriate or available for use in locations outside the United States, and accessing them from territories where such Content is illegal is prohibited. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations.

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13. Miscellaneous Terms

These Terms of Use constitute the entire agreement and understanding between us, superseding any prior agreements and understandings, and govern your use of the Site. Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms of Use may be assigned by Courtright, in our sole discretion, to a third party in the event of a merger or acquisition. The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

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I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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