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1. **Scope.**

- (a) **General.** These Terms of Use govern your access to and use of the Website.
- (b) **Privacy Policy.** Please review our Privacy Policy, which is hereby incorporated into and made a part of these Terms of Use. The Privacy Policy explains how Tarter collects, uses, and discloses your individual personal information.

2. **Modification of Website or Terms of Use.**

- (a) Tarter may, at any time and in its sole discretion, modify, revise or otherwise change the Website, in whole or in part, without notice or liability to you.
- (b) Tarter reserves the right to modify these Terms of Use at any time at its sole discretion. If Tarter modifies these Terms of Use, Tarter will post the date of the latest revision at the top of these Terms of Use and will post the revised version on the Website. The modified version of the Terms of Use will apply to all access and use of the Website thereafter. Check this page periodically to be aware of any modifications to the Terms of Use. By continuing to access and use the Website once the modified Agreement is posted, you indicate your assent and your agreement to be bound by these Terms of Use as modified.

3. **Permissions.**

- (a) **Restrictions.** You shall not copy, reproduce, distribute, display, perform, sell, lease, transmit, or create derivative works from this Website (in whole or in part) or translate, modify, reverse engineer, disassemble, or decompile this Website. You must use this Website only in accordance with these Terms of Use and only for lawful purposes. You may not use the Website:
 - (i) to reverse engineer or decompile it, or to gain (or attempt to gain) unauthorized access to areas or materials provided on the Website or Tarter's products offered on the Website for which you do not have the proper authorization;
 - (ii) to impersonate any person or entity (including Tarter or its employees) via user names or otherwise, or falsely state or otherwise misrepresent yourself, your age, your affiliation with any person or entity, or your authority to bind another person or entity;
 - (iii) to link postings or sites together without consent of author of the postings;

- (iv) in a manner that violates any national, state, local or international law, rule or regulation (including laws regarding the export of data or software);
- (v) for any commercial purpose, including to advertise, promote, or sell products or services or to distribute solicitations in the nature of "junk mail," "chain letters" or "spam;"
- (vi) to further or promote any criminal or illegal activity or to provide instructional information about illegal activities
- (vii) in a manner that interferes with, disables, disrupts, impairs, or creates an undue burden on the networks or services that support the Website or Tarter's products;
- (viii) to harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (ix) to send, knowingly receive, upload, download, use, or re-use material that conflicts with the requirements, restrictions, or standards set forth in in these Terms of Use;
- (x) via robot, spider or other automatic device, process or means to monitor or copy material on the Website;
- (xi) in a way that attacks the Website via a denial-of-service attack or a distributed denial-of-service attack;
- (xii) to exploit, harm, or violate the legal rights of others;
- (xiii) to transmit promotional materials or malicious code;
- (xiv) to transmit sexually explicit or pornographic material, obscene, defamatory, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, discriminatory, infringing material, or any material that could give rise to liability for Tarter;
- (xv) to deceive any person, or cause annoyance, inconvenience, or needless anxiety to any person;
- (xvi) in a manner that creates the impression they emanate from or are endorsed by Tarter or others if that is not the case;
- (xvii) in a manner that Tarter determines, in its sole discretion, restricts or inhibits any other user from using or enjoying the Website, the information provided through the Website, or Tarter's products.

4. **Availability and Use of Website.**

- (a) **Availability.** The availability of this Website depends on many factors, including some factors that are beyond Tarter's control, such as your connection to the Internet and the Internet backbone. You are solely responsible for arranging access to the Website. You are responsible for all use of the Website through your Internet connection. Tarter shall not be liable to you if you cannot use this Website for any reason.
- (b) **Communications.** By sending a text to Tarter, submitting a question to Tarter, signing up to receive news and updates from Tarter, providing certain information to Tarter, or applying for a job with Tarter, you may receive periodic emails or other communications from Tarter. These emails may include notifications about your inquiry, your communication to Tarter, or Tarter's products. These emails may

also relate to updates to the Terms of Use, updates to the Privacy Policy, or other affiliated policies. To learn how to stop receiving messages from Tarter, please visit our Privacy Policy.

5. **Term; Termination.**

- (a) **Termination.** In addition to any other legal or equitable remedies, Tarter may, without prior notice to you, immediately terminate these Terms of Use, disable any user name, password or other identifier, or revoke any or all of your rights granted under these Terms of Use.
- (b) **Effect of Termination.** Upon any termination of these Terms of Use, you shall immediately cease all access to and use of this Website and Tarter may, in addition to any other legal or equitable remedies, deny your access to and use of this Website, in whole or in part. Any termination of these Terms of Use shall not affect the respective rights and obligations of the parties arising before the effective date of termination. The provisions of that, by their nature, are intended to survive termination of these Terms of Use, shall survive the termination of these Terms of Use.

6. **Intellectual Property.**

- (a) **Intellectual Property Laws.** U.S. and international copyright, trademark, and other intellectual property and proprietary rights laws protect this Website and the materials provided therein, and any unauthorized access to or use of this Website or the materials therein may violate such laws. Tarter reserves the right to enforce its intellectual property and proprietary rights to the fullest extent of the law.
- (b) **Ownership.** All information and data that is part of this Website, including without limitation, photographs, text, graphics, illustrations, images, video clips, manuals and guides, and blog posts (collectively, "Content"), and the design, selection, and arrangement of the Content, and all trademarks, service marks, trade dress, logos and tag lines displayed in this Website (collectively, the "Trademarks"), and the products that are advertised and/or made available for purchase, as well as the copyrights, patents, trademark rights, and other intellectual property rights arising out of the foregoing are the sole and exclusive property of Tarter or its licensors. You are not granted any right, either express or implied, in any Content or any copyright, Trademarks, patent, trade secret, right of publicity, or other intellectual property or proprietary right of Tarter or any of the goodwill associated with any of the foregoing. You shall not use the Trademarks or any confusingly similar version of them. To the extent that you use any Content or any copyright, Trademarks, patent, trade secret, right of publicity, or other intellectual or proprietary right of Tarter, such use and all goodwill associated therewith shall inure solely and exclusively to the benefit of Tarter.
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7. **Links to Other Internet Websites.** This Website may contain links to Internet sites owned, operated, or maintained by third parties not under Tarter's control. The links are not and shall not be deemed to be Tarter's endorsement of the organization associated with the linked site. You assume sole responsibility and liability for your use of such linked sites. If you click on a link to a third-party site, you are leaving the Tarter Website.

8. **Links to this Website.** You must obtain Tarter's prior written consent to post any link(s) to this Website. You agree to cooperate with Tarter in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

9. **Disclaimer of Warranties.**

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY ITEMS OBTAINED THROUGH THE WEBSITE ARE

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10. **Limitation of Liability.**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL TARTER, ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. **Terms of Sale.**

- (a) **Orders.** You agree that your order of any goods through the Website is an offer to purchase such goods. Tarter will only be obligated to sell the goods to you if Tarter accepts the order, and Tarter may choose to reject the order in our sole discretion. If Tarter accepts the order, Tarter will confirm by email, which will constitute acceptance.
- (b) **Pricing and Payment.** Posted prices are subject to change without notice and do not include taxes or charges for shipping and handling. The price charged will be the price in effect at the time the order is placed. Tarter reserves the right to cancel any orders arising from any of our pricing, typographical, or other errors. Tarter must receive payment before acceptance of an order. You represent and warrant that the payment card information you provide is true, accurate, and complete, that you are duly authorized to use such payment card, that your payment card company will honor the charges, and that you will pay the charges incurred (including applicable taxes).
- (c) **Shipping and Risk of Loss.** Tarter will arrange for shipment of the goods to you and you will pay all shipping and handling charges specified during the ordering process. Title and risk of loss pass to you upon transfer of the goods to the carrier. All shipping and delivery dates are estimates and not guaranteed. Tarter is not liable for any delays in shipments.
- (d) **Other.** You represent and warrant that you are purchasing the goods solely for your own personal and individual use and not for resale, redistribution, or export.

12. **Indemnity.** You agree to indemnify, defend and hold harmless Tarter and its respective officers, directors, shareholders, employees, and agents, along with their respective successors and assigns, from and against any and all claims, liabilities, losses, awards, judgments, settlements, costs, fees, expenses (including reasonable attorneys' fees) and damages arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your use of any information obtained from the Website. Tarter reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification for attorneys' fees and costs of defense by you, and in such case, you agree to cooperate with Tarter's defense of such claims.
13. **Relationship Between the Parties.** You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and Tarter as a result of these Terms of Use or any use of this Website or the Content therein. You agree not to hold yourself out as a representative, agent, or employee of Tarter and Tarter shall not be liable for any representation, act, or omission by you to the contrary.
14. **Assignment.** You shall not assign, delegate, or otherwise transfer any of your rights, interests, or obligations under these Terms of Use, and any such assignment, delegation, or other transfer shall be void. These Terms of Use shall inure to the benefit of Tarter's successors, assigns, and licensees.
15. **Injunctive Relief; Remedies.**
 - (a) **Injunctive Relief.** You agree that Tarter's remedy at law for any actual or threatened breach of these Terms of Use would be inadequate and that Tarter shall be entitled to specific performance or injunctive relief, or both (without posting security), in addition to any damages that Tarter may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including but not limited to attorneys' fees.
 - (b) **Cumulative Remedies.** All rights and remedies granted to Tarter under these Terms of Use are cumulative and not alternative, and are in addition to all other rights and remedies available to Tarter at law or in equity.
16. **Governing Law; Jurisdiction and Venue; Limit on Commencing Actions.**
 - (a) **Governing Law.** All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction).
 - (b) **Jurisdiction and Venue.** Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the U.S. District Court for the Western District of Kentucky or the state courts of Casey County, Kentucky, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
 - (c) **Limitation on Actions.** You must commence any cause of action or claim against Tarter within one (1) year after the cause of action or claim arises, otherwise you agree that your cause of action or claim shall be barred.
17. **International Access.** This Website can be accessed from countries other than the United States. This Website may contain products or services, or references to products or services, that are not available outside

of the United States. Any such references do not imply that such products or services will be made available outside the United States. If you access and use this Website outside the United States, you are responsible for complying with your local laws and regulations.

18. **Contact Information.** Please send any notices, questions, comments, or concerns regarding the Website to:



Tarter Gate Company, LLC
10739 South U.S. 127
Dunnville, Kentucky 42528
1.800.RED.GATE
webcontact@tarterusa.com

19. **Waiver.** No waiver of by Tarter of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Tarter to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
20. **Severability.** If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect
21. **Entire Agreement.** The Terms of Use, together with the Privacy Policy, and all terms and conditions of use that govern specific parts of the Website (such as those related specifically to purchases made through the Website), constitute the sole and entire agreement between you and Tarter with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.