



## TERMS OF USE

PLEASE CAREFULLY READ THESE TERMS OF USE AND THE PRIVACY POLICY, LOCATED AT METALSTACKS.COM BEFORE USING THIS WEBSITE OR PURCHASING ANY PRODUCTS OR SERVICES FROM METAL STACKS. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE.

Thank you for visiting MetalStacks.com or the Personal Website of your authorized Metal Stacks Independent Associate (“Associate”) whose name appears on the site (our “Site”). This Site is powered by Metal Stacks, LLC (referred to herein as “Metal Stacks”) and made available by Metal Stacks as a service to your Associate. All content, information, and services provided on and through our Site may be used only under the following terms and conditions, as they are amended from time to time (the “Terms”). As used herein, the terms “our,” “we,” and “us” refer to both Metal Stacks and your Associate unless the context clearly provides otherwise.

YOUR USE OF OUR SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS. PLEASE READ THEM CAREFULLY BEFORE USING THE SITE. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, YOU MUST NOT USE OUR SITE. IF YOU ARE AN ASSOCIATE, YOU ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN YOUR Metal Stacks ASSOCIATE AGREEMENT AND THE Metal Stacks POLICIES AND PROCEDURES.

### 1. Site Use Generally

These Terms of Use are an agreement (the “Agreement”) between you and Metal Stacks. This Agreement sets forth the legal terms and conditions governing your use of this Site and for your purchase and/or use of any Metal Stacks products or services (collectively referred to hereinafter as, “Offerings”). This Agreement also provides information on how to become an Independent Metal Stacks Associate.

Your use of the Site and all information, data, text, software, information, images, sounds or other materials contained therein, or your use or purchase of any other Offerings confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not access or otherwise use the Site or participate in any of the Offerings.

If you are dissatisfied with the Site or other Offerings, your sole and exclusive remedy is to stop using the Site or Offerings.

This Agreement and the Metal Stacks Privacy Policy (the "Privacy Policy") and any other terms and policies incorporated herein by reference (collectively, the "Other Policies"), constitute the entire agreement between you and us pertaining to the subject matter hereof and, unless otherwise provided herein, supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. You acknowledge that you have read and understand our Privacy Policy, and consent to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, our Privacy Policy. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

## **2. Your User License**

You are granted a limited, nonexclusive, nontransferable license to access the Site and its content in accordance with these Terms. Our Site is hosted in the United States and contains information that is appropriate for access and use in the U.S., Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Territories, possessions, and trusteeships ("Applicable Markets"). We make no representation that any materials on the Site are appropriate or available for use outside the Applicable Markets, and accessing them from territories where their contents are illegal is prohibited. Any references on the Site to specific products or services are applicable only to those available in the Applicable Markets, and any product claims and comparisons to other products on the Site apply within the Applicable Markets only. Those who access this Site from other locations do so according to their own initiative and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the U.S. or the territory in which they reside.

We reserve the right to refuse service in our sole discretion and without notice. We reserve the right to cancel orders at our discretion if we believe that user conduct violates applicable laws or is harmful to our interests. You are solely responsible for your use of the Site, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorneys fees, resulting from your use or misuse of the Site. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, is strictly prohibited.

## **3. Limitations on Your Use**

No material from our Site may be copied, reproduced, republished, downloaded, posted, displayed, transmitted, or distributed in any way, without Metal Stacks prior written permission, except that where the Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you: (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services, or brands. You may not, without our prior written permission, frame or mirror any material contained on this Site on any other server. The unauthorized use of any such material on any other website or computer environment is expressly prohibited.

In the event that we offer downloads of software from this Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively the "Software") are licensed to you by us or third party licensors for your personal, noncommercial home use only.

We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

#### **4. Returns**

You may return items using the Merchandise Product Return form available on the Site or in the packaging information included with each order. Detailed information on returns handling can also be obtained on the Site, or contact us as described in the "Contact Us" section, below, and we will be happy to assist you.

#### **5. Accounts**

Some services on this Site permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. It is your responsibility to safeguard the password you use to access our Site, and to promptly advise Metal Stacks if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly to prevent unauthorized access. Because your User ID and password are specific to you, you acknowledge sole responsibility for any and all use of our Site conducted with your User ID and password. We may suspend or terminate your account and your ability to use the Site or any portion thereof for failure to comply with these Terms of Use or any special items related to a particular service, for infringing copyright, or for any other reason whatsoever.

#### **6. Additional Terms**

Note that special terms apply to some services offered on the Site, such as subscription based services, product purchases, rules for particular contests or sweepstakes, or other features or activities. These special terms are posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, the special terms prevail over these Terms of Use.

#### **7. Modification**

We reserve the right at any time, in our sole discretion, to: (1) modify, update, enhance, add to, discontinue, remove, revise or otherwise change any of the terms and conditions of this Agreement, in whole or in part; or (2) enhance, add to, modify or discontinue the Offerings, or any portion of the Offerings. For changes to this Agreement that we consider to be material, we will place a notice on the Site by revising the link on the homepage to read substantially as "Updated Terms of Use" for a reasonable amount of time. If you provide information to us, access or use the Site or participate in any Offering in any way after this Agreement has been changed, you will be deemed to have read,

understood and unconditionally consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

## **8. Copyright**

All information, materials, functions and other content (including Submissions as defined in Section 13 below) provided on this Site (collectively "Content"), such as the Site design, text, selection and arrangement of elements, organization, graphics, images, magnetic translation, digital conversion, etc., is our exclusive property or the property of our licensors and is protected by US and international copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the Site does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through the Site. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Site may be copied, reproduced, republished, uploaded, downloaded, posted, displayed, transmitted, modified, or distributed in any way, in any form, or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise. Any unauthorized use of any material contained in this Site is strictly prohibited.

## **9. Trademarks**

Unless otherwise noted, all product names, company names, and all other trademarks, service marks, trade dress, trade names, logos (collectively the "Marks") used and displayed on this Site are our registered and unregistered Marks and the Marks of our licensors. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Marks displayed on the Site. Our Marks and those of our licensors may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

## **10. Confidentiality**

For Associates with a business powered by Metal Stacks, your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, genealogical, downline, or Line of Sponsorship (LOS) information (i.e., information compiled by Metal Stacks that discloses or relates to all or part of the specific arrangement of sponsorship within the Metal Stacks business, including, without limitation, Associate lists, upline and downline organizations, all Associate contact and business performance information, and all Customer contact information generated there from (Proprietary Information), which may be made available to you on the Site. You acknowledge that Metal Stacks is the exclusive owner of all Proprietary Information and agree to maintain all Proprietary Information in strictest confidence and to use it only as authorized by Metal Stacks. You agree not to compile, organize access, create lists of, or otherwise use Proprietary Information except as authorized by Metal Stacks under the Metal Stacks Policies and Procedures, as amended from time to time.

## **11. Linking**

Links to third-party web sites may be provided on this Site. If so, they are provided solely as a convenience to you. If you use such links, you will leave this Site. We have not reviewed all such third-party sites (if any) and do not control and are not responsible for any of these web sites and their

content. We do not endorse or make any representations about such web sites or any information or materials found there, or any results that may be obtained from using them. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Site. If you access any third-party web sites linked from this Site, you do so at your own risk.

No hyperlinks to this Site are permitted without our prior written consent. If you would like to link to this Site from your web site, please submit via fax your request to link to this Site to (561) 295-5063. Unless you receive our express written consent, your request to link to this Site shall be deemed denied. Unless otherwise permitted in writing signed by an authorized representative of Metal Stacks, a web site that links to this Site:

- Shall not imply, either directly or indirectly, that Metal Stacks is endorsing its products;
- Shall not use any of our Trademarks or the Trademarks of our licensors;
- Shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
- Shall not disparage us or our products in any way or otherwise negatively affect or harm our reputation and goodwill;
- Shall not present false or misleading information about us or the Metal Stacks opportunity;
- Shall not misrepresent any relationship with us;
- Shall not replicate in any manner any content in the Site; and
- Shall not create a browser or border environment around Site material.

The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

## **12. Claim of Copyright Infringement**

We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your physical address, telephone number and email address;

- 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 by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on the Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first class mail to your physical address in our records. If you receive such a notice, you may provide counter notification in writing to our copyright agent that includes the information below. To be effective, the counter notification must be a written communication that contains the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you, under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Metal Stacks may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Our Copyright Agent for notice of claims of copyright infringement on this Site can be reached as follows:

By Mail: Metal Stacks, LLC  
Attn: Copyright Agent  
1002 Jupiter Park Lane, Suite 1  
Jupiter, FL 33458

By Email: Support@MetalStacks.com

By Telephone: (561) 529-3001

By Fax: (561) 295-5063

### **13. Submissions**

For purposes of these Terms of Use, the word “Submissions” means text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute on or through this Site.

We are always pleased to receive your comments, suggestions, and Submissions regarding this Site, our products and services, and our opportunity. If you transmit to us, post, or upload any Submissions to or through this Site, you grant us and our affiliates a non-exclusive, royalty free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes.

### **14. Public Forums and Communication**

“User Forum” means an area or feature offered as part of this Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or e-mail function. User Forums are provided to give users a forum to express their opinions and share their ideas and information.

You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your User ID, username or otherwise by you in any User Forum and for the consequences of submitting and posting the same. The individual who posts content in the User Forums (“Community Content”) is responsible for the reliability, accuracy, and truthfulness of such content, and we have no control over the same.

Additionally, we have no control over whether any such posted material is of a nature that users will find offensive, distasteful or otherwise unacceptable and expressly disclaim any responsibility for such material.

This means that you, and not us, are solely responsible for all Community Content that you upload, post, transmit, or otherwise make available through or on the Site. You are also solely responsible for all Community Content posted under your user account. You represent and warrant that (i) you own or otherwise control all of the rights in and to the content that you post; (ii) that the content is accurate and truthful; (iii) use of the Community Content you supply does not violate these Terms; (iv) the Community Content does not infringe, violate, or interfere with any intellectual property or other rights of any third party and does not violate any applicable law or regulation; and (v) the Community Content will not cause injury to any person or entity. If we determine, in our sole discretion, that any Community Content submitted by you is offensive or inappropriate, we may remove it immediately or ask you to retract or modify the Community Content in question. If you fail to meet our request within the time specified, we may remove the Community Content. We have no obligation, however, to restrict or monitor Community Content in any way.

Should Community Content be deemed illegal, we will cooperate with the proper authorities, including but not limited to submitting all necessary information to them.

We have no obligation to keep any submissions confidential, return any materials that you submit to us, or compensate you for the use of any such materials under any circumstances. You hereby irrevocably waive any claims based on our use of any materials, ideas, or information that you submit to us.

You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any User Forum is at your own risk. We are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any User Forum and we specifically disclaim any and all liability in connection therewith. We do not control the Community Content posted on or through the Site and, therefore, we do not guarantee the accuracy, integrity, or quality of such Community Content. You are solely responsible for any use or reliance on the Community Content, including on its accuracy, completeness, or usefulness. Under no circumstances will we be liable in any way for any Community Content, including, but not limited to, any errors or omissions in any Community Content, or for any loss or damage of any kind incurred as a result of the use of any Community Content posted, transmitted, or otherwise made available through the Site.

We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to any Submissions that you make to the Site.

We do not claim ownership of the Community Content you upload, place, or post through the Site. You are responsible for protecting your rights in such Community Content and are not entitled to our help in protecting such Community Content. By uploading, placing, or posting Community Content through the Site, you grant us a perpetual, irrevocable, worldwide, royalty free, non-exclusive, and fully sub licensable license, under all intellectual property and other rights, including, without limitation, privacy and publicity, to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, transmit, exploit, create derivative works from the Community Content (in whole or in part), and incorporate such Community Content into other works in any format or medium now known or later developed, for any purpose associated with the Site. You grant us and our sub-licensees the right to use the name that you submit in connection with such Community Content, if we choose. You hereby irrevocably waive any claims based on "moral rights" and similar theories, if any.

Please note, You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. You understand that the uploading to and/or posting of any Community Content in any User Forum shall not be subject to any obligation of confidence on the part of Metal Stacks, and we shall not be liable for any use or disclosure of any Community Content. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

We do not and cannot review every message posted by users in the User Forums, and Metal Stacks is not responsible for the content of these messages or the views or opinions expressed by the users of the User Forums. Information disclosed in the User Forums is by design revealed to the public. You

acknowledge that we are under no obligation to pre-screen Community Content. We reserve the right, but are not obligated, to delete, move or edit content, in whole or in part, submitted by you to the Site for any reason in our sole discretion. In addition, we may delete, move, edit or disclose the contents of messages when it is required to do so by law or in a good faith belief that such action is necessary to protect and defend our rights and property or to protect the safety of our users or the public. In no event do we assume any obligation to monitor the User Forums or remove any specific material.

Any material, information, or idea you submit to us or the Site by any means may be disseminated or used by us without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing however, that certain activities (e.g., contests) that involve the submission of Community Content by you may have terms applicable to your Community Content that differ from those above. In the event such terms differ with these terms, such terms will govern and have precedence over these terms with respect to your Community Content.

## **15. Rules of Conduct**

Your Authorization to Use the Site. Your authorization to use the Site and contribute to it depends on your compliance with community standards and the conduct guidelines set forth below. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of the Site and/or take other appropriate measures to enforce these community standards and conduct guidelines. The following is a non-inclusive list of behaviors that are not permitted on the Site. By using the Site, you agree that you will not upload, post, transmit, submit, distribute, or otherwise make available to the Site any Submission that:

- a. (a) is tortious, libelous, defamatory, disparaging, abusive, harassing, harmful, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise unreasonably offensive [as determined by us in our sole discretion]; (c) is violent or promotes violence, vulgar, obscene, pornographic, or otherwise sexually explicit; (d) is false, misleading; or (e) otherwise harms or can reasonably be expected to harm any person or entity;
- b. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, abuse, theft, terrorism, or conspiracy to commit any criminal activity;
- c. infringes, misappropriates, or violates any right of a third party including: (a) copyright, patent, trademark, trade secret, identity right, publicity right, privacy right, or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- d. impersonates any person or entity, including, but not limited to, any of our members, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise

misrepresent your affiliation with a person or entity, or otherwise disguise the origin of any content transmitted through the Site or to Metal Stacks, including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;

- e. is commercial, business related or advertises or offers to sell any products services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- contains any personal advertising, unsolicited commercial email or "spam," or offer for sale of any non-Metal Stacks products or services, except in areas, if any, specifically designated for such purposes - This includes unethical marketing, advertising, "chain letters," or any other practice that is in any way connected with "spam," such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
  - contains a virus, Trojan horses, malware, other harmful component, any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site;
  - collects or harvests the information of any user or otherwise access the Site using automated means (including but not limited to harvesting bots, robots, spiders or scrapers)
  - (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) is antisocial or disruptive.

Florida governs these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action at law or inequity arising out of or relating to these Terms of Use or the Site shall be filed, and that venue properly lies, only in the State or Federal courts located in Palm Beach County, State of Florida, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed removed and shall not affect the validity and enforceability of any remaining provisions.

## **16. Removal of Submissions**

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate

or remove any Submission from the Site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

## **17. Privacy**

If you provide information to the Site, you agree to provide accurate, current and complete information about you when and where requested and you agree to maintain and update such information as appropriate. We will use and maintain any information about you that we collect through the Site in accordance with our Privacy Policy, located at [MetalStacks.com](http://MetalStacks.com).

## **18. Children**

Metal Stacks is committed to the safety of our children. Persons under the age of 18 may not enroll as Metal Stacks Associates or register as Customers. Children under the age of 13 may not purchase products through any of our Websites. Metal Stacks does not solicit or knowingly collect personally identifiable information from children under the age of 13.

## **19. Disclaimer of Warranties**

ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATABILITY, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE CONTENT IS ACCURATE, ERROR FREE, RELIABLE OR CORRECT, THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). WE MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE. WE ASSUME NO RESPONSIBILITY FOR AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS SITE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The Content of the Site is not intended to, and does not, constitute legal, professional, accounting, tax or investment advice is not intended to be a substitute for such advice, and may not be used for such purposes. You should not act or refrain from acting on the basis of any of the Content included in, or accessible through, the Site without seeking the appropriate legal, medical, or other professional advice. Reliance on any information appearing on the Site is strictly at your own risk.

The Site may contain the opinions and views of other users. Given the interactive nature of the Site, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by other users.

## **20. Limitation of Liabilities**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, ASSOCIATES, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES RESPECTIVE RESELLERS, ASSOCIATES, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

WE MAY TERMINATE YOUR FURTHER ACCESS TO THE SITE OR CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSE WHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **21. Governing Law, Jurisdiction, and Venue**

This Site is created and controlled by us in the State of Florida, the laws of the State of Florida and the county of Palm Beach.

By communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Section 15 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of

Use. You agree that you shall not post or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under the law. See Section 15 below.

## **22. Limitation of Action**

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

## **23. General Terms**

METAL STACKS RESERVES THE RIGHT TO MODIFY, CANCEL, DELETE AND OR UPDATE ANY PART OR ALL OF THIS AGREEMENT AT ANYTIME. METAL STACKS WILL GIVE REASONABLE NOTICE OF ANY CHANGES TO THIS AGREEMENT.

## **24. Contacting Us**

By Mail: Metal Stacks, LLC  
1002 Jupiter Park Lane, Suite 1  
Jupiter, FL 33458

By Email: Support@MetalStacks.com  
By Telephone: (561) 529-3001  
By Fax: (561) 295-5063

### **24.1. Errors and Corrections**

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us as described in the "Contact Us" section, above, and we will attempt to verify it for you.

### **24.2 Appropriateness of Content**

We make no representations that the Content on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

### **24.3 Waiver**

No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

### **24.4 Export Control**

Supply of goods, services and software through the Site is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Site if: (a) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List, or (b) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

### **25. Effective Date**

These Terms of Use are effective as of AUGUST 5, 2021, and shall remain in effect until modified and or updated as provided in Section 3 above.