

Limitation of Liability for The Stillwater Group LLC, thestillwatergroup.net and Other Related Sites.

Limitation of Liability: Using our Website

We do not and cannot review all communications and materials posted to or created by shoppers and customers accessing thestillwatergroup.net Website and is not in any manner responsible for the content of these communications and materials.

You acknowledge that by providing you with the ability to view and distribute user-generated content on the Website, if any, the Website is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any user-generated content or activities on the Website.

You may not post or otherwise distribute content to the Website which thestillwatergroup.net in its sole discretion determines to be abusive, harassing, threatening, defamatory, obscene, an impersonation of others, fraudulent, deceptive, misleading, in violation of a copyright, trademark or other intellectual property right of another, invasive of privacy or publicity rights, in violation of any other right of The Stillwater Group LLC or another party, illegal, or otherwise objectionable to thestillwatergroup.net You may not upload commercial content on the Website or use the Website to solicit others to join or become members of any other commercial online service or other organization.

Limitation of Liability – Products, and Use of The Stillwater Group LLC Website

EXCEPT AS EXPLICITLY SET FORTH HEREIN REGARDING PRODUCTS, THE STILLWATER GROUP LLC WEBSITE AND THE PRODUCTS AND SERVICES PURCHASED ON THE WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THESTILLWATERGROUP.NET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE STILLWATER GROUP LLC DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE STILLWATER GROUP LLC DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE STILLWATER GROUP LLC AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY

(A) DIRECT DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY YOU TO THE STILLWATER GROUP LLC WITH RESPECT TO THE TRANSACTION GIVING RISE TO THIS LIMITATION OF LIABILITY OR

(B) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

Limitation of Liability for The Stillwater Group LLC, thestillwatergroup.net and Other Related Sites.

SUCH DAMAGES). THESE LIMITATIONS SHALL APPLY TO ANY CAUSE OF ACTION, INCLUDING CONTRACT, TORT, INDEMNITY OR OTHERWISE.

We warrant to you that any product purchased from us through our Website is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

Limitation of Liability: Acceptable Use

We exclude liability for actions taken in response to breaches of our Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Website and is compatible with our Website.

Please be aware that The Stillwater Group LLC cannot and do not guarantee or warrant that any material available for downloading from our Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

