

Terms and Conditions for The Stillwater Group LLC and thestillwatergroup.net Website.

Terms and Conditions: Introduction

Please read these Terms and Conditions (as defined below) carefully before using thestillwatergroup.net and other related websites (“Website”). Our Website is operated by (The Stillwater Group LLC and independent contractors) (“our”, “we” or “us”) is a South Carolina based Limited Liability Corporation, whose mailing address is 145 Upper Lake Drive, Easley, South Carolina 29640 USA. You represent and warrant that you are [13] years of age or older, or are visiting the Website under the supervision of a parent or guardian. If you are 13 or older but under the age of 18, you should review these Terms and Conditions with your parent or guardian to make sure that you and your parent or guardian understand it.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THESTILLWATERGROUP.NET WEBSITE, SIMILAR PAGES MARKED AS SUCH AND OTHERWISE MADE AVAILABLE TO YOU ON THE WEBSITE, AND THE DOCUMENTS REFERRED TO, OR WITHIN THE TEXT OF, EITHER (COLLECTIVELY, AND AS AMENDED FROM TIME TO TIME, THE “TERMS & CONDITIONS”), AS THEY CONTAIN THE TERMS AND CONDITIONS ON WHICH WE ALLOW ACCESS TO AND USE OF OUR WEBSITE AND/OR SUPPLY ANY OF THE SERVICES OR ANY OF THE PRODUCTS LISTED ON OUR WEBSITE (“PRODUCTS OR SERVICES”) TO YOU. THESE TERMS AND CONDITIONS ALSO APPLY TO ANY CORRESPONDENCE BETWEEN US. BY ACCESSING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE CONDITIONS. IF YOU DO NOT AGREE TO THESE CONDITIONS (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (WITHOUT MODIFICATION), THEN YOU ARE NOT AUTHORIZED TO USE OUR WEBSITE, INCLUDING THE ABILITY TO ORDER ANY PRODUCTS OR SERVICES FROM OUR WEBSITE.

IN PARTICULAR, WE DRAW YOUR ATTENTION TO THIS TERMS & CONDITION SECTION, OUR ACCEPTABLE USE POLICY AND OUR LIMITATION OF LIABILITY STATEMENT.

Modification and Termination of Terms and Conditions

These Terms and Conditions are applicable to you upon your accessing the Website and/or completing the registration, advertising or shopping process. These Terms and Conditions, or any of them, may be modified, amended, supplemented or terminated by us without notice at any time for any reason. The provisions relating to Intellectual Property, Disclaimers, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

If you do not agree to or accept any change to our Website, (including any applicable Terms and Conditions), please stop using our Website.

If you place an order for Products or Services through our Website, you will be subject to the policies and Terms and Conditions in force at the time that you order Products or Services from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders, advertising or promotion previously placed by you).

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Nature of our Website and Service Availability

As more fully set forth in our Limitation of Liability Statement, our Website is an online service and is provided on an 'as is' basis. Except as explicitly set forth in our Limitation of Liability Statement, thestillwatergroup.net makes no representations or warranties of any kind with respect to our Website or its contents and disclaims all such representations and warranties. The content contained on our Website is subject to change from time to time without further notice. Please note that our Website is available only to entities, persons or individuals that can form legally binding contracts under applicable law.

Availability of thestillwatergroup.net Website

If the need arises, we may suspend access to our Website or close it, or any part of it, indefinitely and without further notice to you or any third party.

Website Content

Unless otherwise specified, all content and materials published on our Website are presented solely for your business, promotional, commercial, personal and non-commercial use. Information, commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. In particular, third-party testimonials posted on our Website may not be monitored/pre-approved by us and may contain inaccuracies. In accordance with The Stillwater Group LLC and thestillwatergroup.net Limitation of Liability Statement, we, therefore, disclaim liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

Intellectual Property

All trademarks, service marks and trade names of The Stillwater Group LLC used in the Website (including but not limited to the Stillwater Group LLC name, the SWG Experience sub brand, primary domain name (thestillwatergroup.net.com), redirect names, and misspelled domain names) are trademarks or registered trademarks of The Stillwater Group LLC as well as its affiliates or their licensors. They may not be used without our prior written permission. The additional domains include but are not limited to:

SWGExperience.com

BrandonEich.com

The entire content included in the Website, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws and is the property of The Stillwater Group LLC (the "Copyright Materials"). The collective work includes works that are licensed to The Stillwater Group LLC, and/or its affiliates. Copyright 2019, The Stillwater Group LLC/ SWG Experience. ALL RIGHTS RESERVED.

Permission is granted to electronically copy and print hard copy portions of the Website for the sole purpose of promoting with the Website. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use, or to place an order with the Website or to purchase Products or Services. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of TheStillwaterGroup.net is strictly prohibited unless authorized by The Stillwater Group LLC.

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You further agree not to change or delete any proprietary notice from materials downloaded or printed from the Website. Any other intellectual property on the Website, including but not limited to patents, issued or pending, are the sole property of The Stillwater Group LLC or its affiliates or their licensors.

For further information, see our Intellectual Property Policy.

While every effort is made to ensure that our Website is accurate and up to date, we do not warrant, nor do we accept any liability or responsibility for the completeness or accuracy of the content, or for any loss which may arise from reliance on the information contained in our Website, except to the extent, if any, explicitly set forth in our Limitation of Liability Statement.

Personal Information About You and Your Visit to Our Website

We process information about you in accordance with our Privacy Policy. By using the TheStillwatergroup.net Website, you consent to such processing and you warrant that all data provided by you is accurate.

Content Provided by You

All material, including, but not limited to, blogs, reviews, feedback, stories, testimonials, photographs, artwork, audios, videos, and images, which you contribute to our Website ("Contribution") and any interactive services associated with it is subject to our Acceptable Use Policy. By using the TheStillwatergroup.net Website and making any Contribution, you agree to be bound by these Terms and Conditions and, in particular, by our Intellectual Property Policy.

You agree to fully indemnify, defend and hold The Stillwater Group LLC and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any content or material uploaded or transmitted by you through our Website as more fully described in our Acceptable Use Policy.

Transactions Concluded Through Our Website

Contracts for the supply of goods formed through the TheStillwatergroup.net Website, or as a result of visits made to our Website by you, are governed by these Terms and Conditions and, in particular, by our Conditions of Supply. By placing an order for any of our Products or Services, you agree to be bound by these Terms and Conditions (including, in particular, our Conditions of Supply).

Limitation of Liability

TheStillwatergroup.net shall be liable to you in respect of the use of our Website and any of the materials, information, content, products, and services on it only insofar as is stated in these Terms and Conditions. In particular, our liability to you shall be limited in accordance with our Limitation of Liability Statement.

Severability

If any of these Terms and Conditions, or any provisions of a contract concluded under these Terms and Conditions, are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions, and provisions which will continue to be valid to the fullest extent permitted by applicable law.

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Notices

Unless otherwise stated in these Terms and Conditions, all notices given by you to us must be given to Brandon Eich at Brandon@TheStillwatergroup.net We may give notice to you by posting it on the Website or at either the e-mail or postal address you provide to us. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

Transfer of Rights and Obligations

Any contract between you and us concluded under these Terms and Conditions, including a contract for the sale of advertising, services or products to you, is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of any such contract, or any of your rights or obligations arising under it, without our prior written consent.

The Stillwater Group LLC may transfer, assign, charge, sub-contract or otherwise dispose of any contract, or any of our rights or obligations arising under it, at any time during the term of any contract.

Events Outside of Our Control

The Stillwater Group LLC as well as affiliates will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions, including any contract between you and us, concluded under these Terms and Conditions, such as, but not limited to, a contract for the sale of Products and or services to you, advertising, or marketing and promotion in any format, that is caused by events outside our reasonable control (a "Force Majeure Event"). A Force Majeure Event may include for example (but without limitation) the following: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and The Stillwater Group LLC as well as affiliates will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under any contract may be performed despite the Force Majeure Event.

Entire Agreement

These Terms and Conditions including the documents referred to in them (in each case, as amended from time to time) constitute the entire agreement between thestillwatergroup.net and you in relation to use of our Website and/or supply any of the services or any of the Products to you and supersedes all previous agreements written or oral in respect of the same.

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Waiver: Terms and Conditions

If we fail, at any time during the term of any contract between you and thestillwatergroup.net concluded under these Terms and Conditions, such as, but not limited to, a contract for the sale of Products to you, a contract for the sale of promotion, marketing or advertising for you, to insist upon strict performance of any of your obligations under that contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract or these Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by The Stillwater Group LLC of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the Notices section of these Terms and Conditions.

Governing Law

Your use of this Website shall be governed in all respects by the laws of the state of South Carolina, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods or services. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Website (including but not limited to the purchase of Products or Services) shall be in the state or federal courts located in Orange County, South Carolina, USA. Any cause of action or claim you may have with respect to the Website (including but not limited to the purchase of Products or Services) must be commenced within one (1) year after the claim or cause of action arises.

The Stillwater Group LLC failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions. The Stillwater Group LLC may assign its rights and duties under this Agreement to any party at any time without notice to you.