

## Terms of Use

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**Batson & Co. reserves the right to update or modify these Terms of Use at any time, without prior notice, by posting the revised version of these Terms of Use on the Site. When We change the Terms of Use, We will update the Effective Date at the top of this page. Your continued use of Our Site after We have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use.**

### OWNERSHIP OF MATERIALS

The Site and all content, images and other materials contained on the Site (the "Content") are owned by Batson & Co, except as otherwise indicated. You are authorized to use the Site for your own personal use.

Any unauthorized use of the Site may violate patent, copyright, trademark, and other laws. Any use of this Site shall be considered a limited use license, not a transfer of title, and is subject to the following restrictions: you may not: (a) modify the Site or the Content, or use them for any commercial purpose, or any public display, performance, sale or rental; (b) decompile, reverse engineer, disassemble or make derivative works of the Content; (c) remove any confidentiality, privacy, patent, copyright, trademark or other proprietary notices from the Site or the Content; (d) transfer the Content to another person or entity in manners inconsistent with this Agreement and current Batson & Co. policies. You agree to prevent any unauthorized copying of the Site or the Content.

If you believe that any Content violates your copyright, please see our Copyright Policy <https://batson-co.com/wp-content/uploads/2017/10/Batson-Co-Copyright-Policy-as-of-10-21-17.pdf> for instructions on sending us a notice of copyright infringement.

### SUBMITTED CONTENT

You agree that any comments or feedback, personal job-related information, questions and suggestions (the "Material") sent to Batson & Co. via this website, will not be deemed to be confidential information and grant Batson & Co. the right to reproduce, use, disclose, exhibit, display, transform, and distribute the Material to others without limitation. You further agree to not post content that is offensive, off-topic, indecent, or objectionable and acknowledge that We have the right, but not the obligation, in our sole discretion, to refuse, remove, or move any of your content that is available on the Site.

Batson & Co. is also free to use any ideas, concepts, know-how or techniques contained in the Material for any purpose whatsoever, including but not limited to developing, manufacturing and

marketing products and services incorporating such Material.

## **PRIVACY POLICY**

Certain Material and other information about you are subject to our Privacy Policy. For more information, see our full Privacy Policy <https://batson-co.com/wp-content/uploads/2017/10/Batson-Co-Privacy-Policy-as-of-10-21-17.pdf>. Your agreement with and acceptance of these Terms of Use shall also constitute your explicit agreement with and acceptance of Batson & Co.'s Privacy Policy.

## **TERMINATION**

You agree that We may, under certain circumstances and without prior notice, immediately terminate your user account, your profile, any associated email address, and access to the Site. Cause for such termination shall include, but is not limited to: breaches or violations of these Terms of Use or other incorporated agreements or guidelines; requests by law enforcement or other government agencies; a direct request by the user; discontinuance or material modification to the service, or any part thereof; unexpected technical or security issues or problems; and extended periods of inactivity. Absent a request from a user, we do not intend to terminate user accounts without good cause; however, you agree that any unilateral termination of your user account, your profile, any associated email address, and/or access to the Site by Us is within Batson & Co.'s sole and absolute discretion. Batson & Co. shall not be liable to you or any third party for any termination of your user account, your profile, any associated email address, and/or access to the Site.

## **LEGAL COMPLIANCE**

As a condition of your use of the Site, you will comply with all applicable Federal, state and/or local laws, rules, and regulations in your use of the Site.

## **NO WARRANTY**

THE SITE AND SERVICES ARE PROVIDED "AS IS." WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE OR THE SERVICES. BATSON & CO. SHALL NOT BE LIABLE FOR YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION THE CONTENT AND ANY ERRORS CONTAINED THEREIN. NO WARRANTY IS GIVEN THAT THE SITE, SERVICES OR ANY LINKED SITE WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, OR THAT IT WILL NOT ADVERSELY AFFECT YOUR COMPUTER OR OTHER PROGRAMS ON YOUR COMPUTER. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR SERVICES WILL BE UNINTERRUPTED.

## **LIMITATION OF LIABILITY**

WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED OR ARISING OUT OF THE USE OR THE INABILITY TO USE THE SITE OR SERVICES, ANY LOSS OF DATA,

OR ARISING FROM ANY BREACH OF A REPRESENTATION OR WARRANTY, OR FOR ANY CLAIM BY ANY THIRD PARTY, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. OUR MAXIMUM LIABILITY FOR ANY REASON WILL BE LIMITED TO ONE HUNDRED (\$100.00) DOLLARS.

## **INDEMNITY**

You agree to defend, indemnify and hold Batson & Co., its parents, subsidiaries, affiliates and their respective members, directors, officers, employees, stockholders and agents harmless against any losses, expenses, costs or damages (including Batson & Co.'s reasonable attorneys' fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of this Agreement, and (2) your unauthorized or unlawful use of the Site or the Content.

## **LINKED SITES**

The Site may provide links to other Internet websites or resources that are neither controlled nor endorsed by Batson & Co. We are not responsible in any manner for any content, advertising, products or other materials on or available on linked sites. Further, we are not responsible in any manner if linked sites and/or any content on linked sites is unavailable.

## **GOVERNING LAW, JURISDICTION AND VENUE**

These Terms of Use and the relationship between you and Batson & Co. shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of Mississippi, U.S.A., excluding conflict of laws provisions that would indicate the application of the laws of any other jurisdiction. EXCEPT FOR CLAIMS ASSOCIATED WITH A COUNTER-NOTIFICATION GIVEN IN ACCORDANCE WITH OUR COPYRIGHT POLICY, ANY LEGAL ACTION OR PROCEEDING RELATING TO YOUR ACCESS TO, OR USE OF, THIS SITE OR THESE TERMS OF USE SHALL BE INSTITUTED ONLY IN A STATE OR FEDERAL COURT LOCATED IN HINDS COUNTY, MISSISSIPPI, U.S.A. YOU IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. You expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum. If the courts of the country in which you reside should determine that the provisions of this paragraph are not enforceable, then you agree to submit to binding arbitration.

## **STATUTE OF LIMITATIONS**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **MISCELLANEOUS**

- This Agreement, and any other Batson & Co. policy which is incorporated herein by reference, contains the entire agreement between you and Batson & Co. relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto.
- Your right to access and use the Site and the Content immediately terminates without further notice upon your breach of this Agreement or if you are found to be in violation of

- Batson & Co.'s other applicable policies.
- Sections, which by their nature are intended to survive the expiration or termination of this Agreement, shall so survive.
- Batson & Co. reserves the right to discontinue or make changes to the Site and/or Materials at any time.
- Batson & Co. may assign this Agreement, in whole or in part, in its sole discretion. You may not assign your rights under this Agreement without Batson & Co.'s prior written permission. Any attempt by you to assign your rights under this Agreement without Batson & Co.'s permission shall be void.
- Any failure to enforce any term or provision of this Agreement shall not be deemed a waiver of that or any other breach of that or any other term or provision of this Agreement. In addition, any failure to enforce any term or provision of this Agreement shall not constitute a waiver of a future breach of that or any other term or provision of this Agreement.
- Batson & Co. shall not be liable for any failure or unavailability of the Site and/or the Content or failure by Batson & Co. to perform a transaction as a result of strikes, lockouts, calamities, acts of God, unavailability of suppliers, the loss or destruction of data, the deletion or corruption of storage media, power failures, natural phenomena, riots, acts of vandalism, acts or omissions of civil or military authority, war, terrorism or any other event beyond Batson & Co.'s control.
- The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- In the event that a provision of this Agreement is determined to violate any law or is unenforceable, the remainder of this Agreement shall remain in full force and effect.