

## **TERMS OF USE AGREEMENT BETWEEN USER AND LOOMIS BROS EQUIPMENT COMPANY**

### **PRIVACY POLICY**

At Loomis Bros Equipment Company ("Loomis"), user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online customers. We also strive to protect the personal and confidential information of those who use our on-line services and website. **Click here- [INSERT HYPERLINK TO PRIVACY POLICY]** for our entire Privacy Policy. This policy may be updated by us from time to time, so please check here frequently.

### **TERMS OF USE**

Please read this agreement ("Agreement") carefully before using our website at <http://loomisbros.com>. By accessing or using our website, you agree to be bound by this Agreement and all of its terms without change. This agreement is between Loomis, you the user, and, if you are using the website on behalf of a company or organization, such company or organization shall also be considered a party to this Agreement.

Neither Loomis nor its representatives are engaged in rendering legal services or other such advice. Your use of the website is subject to the additional disclaimers and notices that may appear throughout the website.

We are not providing investment advice through this website, and the material on this website should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of Loomis or its affiliates.

Loomis and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the information, services, sales, purchases, or other materials or transactions related to or displayed on our website. While we strive to keep the information on this website accurate, complete and up-to-date, Loomis and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness or timeliness of the information or services on the website.

**ONLINE SALES FORUM** Loomis provides a forum for the sale of commercial laundry and dry cleaning equipment. This forum allows users to submit items for sale along with contact information for prospective purchasers using the online form here[INSERT HYPERLINK]. LOOMIS PROVIDES THIS SERVICE AS A CONVENIENCE ONLY. LOOMIS IS NOT A BROKER AND HAS NO RESPONSIBILITY FOR THE INFORMATION POSTED ON THESE "LAUNDRY FOR SALE" (LFS) PAGES. YOU USE THIS INFORMATION AT YOUR OWN

RISK. ANY PURCHASE OR SALE OF A LAUNDRY POSTED ON LFS PAGES IS SOLELY BETWEEN YOU AND THE OTHER PARTY. ALL POSTINGS AND SALES ARE SUBJECT TO THE LIMITATIONS OF LIABILITY AND WARRANTY EXCLUSIONS BELOW. YOU REPRESENT AND WARRANT TO LOOMIS THAT ANY MATERIALS YOU SUBMIT ON THE LFS FORUM WILL NOT INFRINGE OR VIOLATE THE INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS OF THIRD PARTIES AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD LOOMIS HARMLESS FOR ANY CLAIM, COST, LIABILITY DAMAGE OR EXPENSE RELATING TO YOUR POSTING, SALE OR PURCHASE ON THE LFS PAGES. YOU REPRESENT AND WARRANT THAT ANY REQUIRED INFORMATION FOR POSTING YOU SUBMIT FOR THE LFS FORUM IS TRUE AND ACCURATE AND WILL NOT INFRINGE OR VIOLATE THE RIGHTS OF OTHERS.

### **PROHIBITED USES**

We may provide information about various Loomis Bros.® products and services including commercial laundry and dry cleaning equipment, parts and service. Our website also provide information about our company, technical articles, case studies news, and other such information. We provide a means to request more information about our products and services. We grant you access to this website during the term of this agreement solely to access these features and information. You may access, download, and print materials as necessary to receive the information. You may not license, copy, distribute, create derivative works from, frame in another Web page, use on any other website, or sell any information, databases or lists obtained from this website. When we request, you agree to provide true, accurate and complete user information. You will not access or attempt to access password protected, secure or non-public areas of the website without our prior written permission. You will comply with all privacy laws.

### **PROPRIETARY RIGHTS**

All materials on this website (as well as the organization and layout of the website) are owned and copyrighted, licensed by, or used with permission that is granted to Loomis. No reproduction, distribution, or transmission of the copyrighted materials at this website is permitted without the prior written permission of Loomis.

### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of this website, you warrant to Loomis that you will not use this website for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use this website automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this website or accessed through this website. You may not republish Loomis content or other content from this website on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware or other malicious code to this website. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our website is virus free.

If you are under the age of 13, you may not use this website.

### **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEBSITE AND THE FEATURES AND INFORMATION OFFERED AT THE WEBSITE, INCLUDING ANY PURCHASES OR SALES ON THE LFS PAGES, IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOOMIS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LOOMIS SHALL NOT BE LIABLE FOR ANY DIRECT, 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 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICES; (ii) PURCHASES OR SALES ON THE LFS PAGES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (iv) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICES. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED \$100.

## **LINKS TO THIRD PARTY SITES**

This website may contain hyperlinks to websites operated by parties other than Loomis or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the Loomis privacy policy is applicable only when you are on our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

## **LINKS TO OUR WEBSITE**

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our website so long as (i) the link or your linking website does not portray Loomis, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than the privacy policy of this website. You may not use any Loomis logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of this website.

## **USE OF SUBMISSIONS**

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of this website, such information shall be deemed to be non-confidential. We shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. Customer shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

## **CHANGES TO WEBSITE**

We may make improvements or changes in the information, services, products, and other materials on this website, or terminate this website at any time. We may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. Accordingly, you agree to

review the Agreement periodically, and your continued access or use of this website shall be deemed your acceptance of the modified Agreement.

## **MISCELLANEOUS**

This website is intended to and directed to residents of the United States and all advertising claims contained in this website are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement or this website shall be governed by and construed in accordance with the laws of Kansas, without giving effect to any principles of conflicts of law. Failure by Loomis to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right. 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 this website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any legal action or proceeding between Loomis and you related to this Agreement shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of Missouri. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term.

**Loomis and other logos, product and service names are trademarks and service marks owned by or licensed to Loomis Bros Equipment Company or its affiliates (the "Marks"). Without the prior written permission of Loomis, or its appropriate affiliates, you agree not to display or use in any manner, the Marks.**

**All other trademarks are the property of their respective owners.**

**© Copyright 2012 Loomis Bros. Equipment Company. All rights reserved.**