



## **Terms of Use**

The following terms and conditions govern your use of the Rainier Industries Ltd. (Rainier) web sites. By using or downloading any materials from this Site you agree to these Terms of Use:

### **Use of Materials on Rainier's Site**

Rainier grants permission to copy and/or download any Materials on our site under the following conditions:

- a. Use or reproduction of the Materials is for informational use only provided you keep intact all copyright, trademark and other proprietary notices that are owned by Rainier; and
- b. Materials may not be displayed, reproduced, transferred or disseminated to any other party.

### **Links to Third Party Sites**

The Rainier websites may contain links to other websites. Rainier is not responsible for the contents of any linked site or any link contained in a linked site or any changes or updates to the information contained in such sites. Rainier provides the linked sites to you only as a convenience and the inclusion of any such link on this Site does not imply the endorsement by Rainier of such site, the organization operating such site, or of any product or service of that organization. Clicking on links to any third party site or pages of such site is entirely at your own risk.

### **No Unlawful or Prohibited Use**

As a condition of your use of the Rainier websites, you warrant to Rainier that you will not use the Rainier websites for any purpose that is unlawful or prohibited by these terms and notices. You may not use the Rainier websites in any manner, which could damage, disable, overburden, or impair the Rainier websites or interfere with any other party's use and enjoyment of the Rainier websites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Rainier websites.

### **Use of Communication Services**

The Rainier websites may contain chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services.") You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.



- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such a manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any applicable laws or regulations. Rainier has no obligation to monitor the Communication Services. However, Rainier reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Rainier reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

### **Liability Disclaimer**

- a. DISCLAIMER OF WARRANTIES. THE CONTENTS OF THIS SITE ARE PROVIDED "AS IS" AND RAINIER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS.
- b. RAINIER DOES NOT REPRESENT OR WARRANT THAT INFORMATION ACCESSIBLE ON THIS SITE IS ACCURATE, COMPLETE OR CURRENT. THIS SITE COULD CONTAIN TYPOGRAPHICAL ERRORS OR TECHNICAL INACCURACIES. RAINIER RESERVES THE RIGHT TO MODIFY, CHANGE OR DELETE THE CONTENT OF THIS SITE WITHOUT NOTICE. ANY PRICE OR AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. THIS SITE CONTAINS INFORMATION PROVIDED BY THIRD PARTIES, INCLUDING THE SOFTWARE. RAINIER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, TRUTH, QUALITY, SUITABILITY OR RELIABILITY OF SUCH INFORMATION. FURTHER, RAINIER IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES CONTAINED IN ANY INFORMATION PROVIDED BY THIRD PARTIES.
- c. NEITHER RAINIER. NOR ITS OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR ANY INFORMATION, PRODUCTS OR SERVICES CONTAINED ON THIS SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY WHICH APPLIES TO ALL CLAIMS, EXPENSES, DAMAGES, LOSSES AND LIABILITIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME, PROFIT OR GOODWILL.

### **Governing Law**

Rainier Industries, Ltd.  
18375 Olympic Ave S, Tukwila, WA 98188



Any action, proceeding, dispute, claim or controversy arising out of or relating to this Site or these Terms and Conditions or any products of Rainier offered on or accessed on this Site shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Washington. Venue of any legal proceeding shall be in King County, Washington and the user of this Site hereby submits to the jurisdiction of said courts.

### **Complete Agreement**

These Terms and Conditions represent the entire agreement relating to the use of the Site and supersede any and all other communications, understandings or agreements relating to the use of the Site. Rainier shall have the right to revise and modify the Terms and Conditions at any time by posting the revised Terms of Use on the Site. Any use of the Site after such postings shall be deemed to constitute acceptance of the revised Terms of Use by the user.

### **Indemnification**

You agree to defend, indemnify and hold harmless Rainier Industries Ltd., its officers, directors, employees, agents and affiliates against any and all claims, actions or demands arising or resulting from your breach of these Terms of Use.