

NOTONELESSON WEBSITE *TERMS AND CONDITIONS OF USE*

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All uses of the NOTONELESSON Website are subject to the following terms and conditions of use (these "Terms of Use").

Please read these Terms of Use carefully before accessing or using any part of this Website. By accessing or using this Website, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, as well as the NOTONELESSON [Privacy Policy](#), which is hereby incorporated into these Terms of Use. If you do not wish to agree to these Terms of Use, do not access or use any part of this Website.

NOTONELESSON may revise and update these Terms of Use at any time by posting the amended terms to this Website. Your continued use of the NOTONELESSON Website means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with this Website, your sole and exclusive remedy is to discontinue using this Website. The most current version of these Terms of Use, which supersedes all previous versions, can be reviewed by clicking on the "Terms of Use" hyperlink at the bottom of the home page.

USE OF THE WEBSITE

You agree to use the NOTONELESSON Website only for lawful purposes:

- A. Specifically you agree not to do any of the following: (1) upload to or transmit on the NOTONELESSON Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (2) use the NOTONELESSON Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (3) intercept or attempt to intercept communications not intended for you; (4) misrepresent an affiliation with any person or organization; (5) upload to or transmit via the NOTONELESSON Website any advertisements or solicitations of business; (6) restrict or inhibit use of the NOTONELESSON Website by others; (7) upload or otherwise transmit files that contain a virus or corrupted data; (8) collect information about others (including e-mail addresses) without their consent; (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed

legally over the NOTONELESSON Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on the NOTONELESSON Website); (10) post "spam," transmit chain letters or engage in other similar activities; or (11) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the NOTONELESSON Website, or which, as determined by NOTONELESSON, may harm NOTONELESSON or users of the NOTONELESSON Website or expose them to liability.

- B. Any content and/or opinions uploaded, expressed or submitted to a message board, blog, chatroom or any other publicly available portion of the NOTONELESSON Website (including password-protected areas), and all articles and responses to questions, other than the content provided by NOTONELESSON, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of NOTONELESSON. You understand and acknowledge that you are responsible for whatever content you submit, and that you, not NOTONELESSON, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of the NOTONELESSON Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the NOTONELESSON Website. You grant to NOTONELESSON the right to use all content you upload or otherwise transmit to the NOTONELESSON Website in any manner NOTONELESSON chooses, including, but not limited to, copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.
- C. NOTONELESSON reserves the right, but does not assume any responsibility, to (1) remove any material posted via the NOTONELESSON Website which NOTONELESSON, in its sole discretion, deems inconsistent with the foregoing commitments, including any material NOTONELESSON has been notified, or has reason to believe, constitutes a copyright infringement; and (2) terminate any user's access to all or part of the NOTONELESSON Website. However, NOTONELESSON can neither review all material before it is made available on the NOTONELESSON Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, NOTONELESSON assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. NOTONELESSON reserves the right to take any action it deems necessary to protect the personal safety of users of this Website and the public; however, NOTONELESSON has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.
- D. Your failure to comply with the provisions of (A) or (B) above may result in the termination of your access to the NOTONELESSON Website and may expose you to civil and/or criminal liability.

COPYRIGHT RESTRICTIONS/USE OF CONTENT

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INDEMNIFICATION

You agree to indemnify and hold harmless NOTONELESSON and its officers, directors, employees, agents, affiliates, third-party information providers, licensors and others involved in the NOTONELESSON Website or the delivery of products, other services or information over the NOTONELESSON Website (collectively, the "Indemnified Parties"), from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any violation by you of these Terms of Use or your use of the NOTONELESSON Website or any products, other services or information obtained from this Website. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Website.

SUBMISSION OF PERSONALLY IDENTIFIABLE INFORMATION TO NOTONELESSON/PROTECTION OF PERSONAL INFORMATION

NOTONELESSON's use of your personal information and your responsibilities in connection with protecting your privacy are described in our Privacy Policy which is located at NOTONELESSON's [Privacy Policy](#) and is incorporated by reference into these Terms of Use.

You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (*e.g.*, password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, NOTONELESSON reserves the right to release your details to unaffiliated third parties and/or law enforcement in order to assist them in resolving security incidents. NOTONELESSON reserves the right to investigate suspected violations of these Terms of Use.

NOTONELESSON reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing NOTONELESSON to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS NOTONELESSON AND THE INDEMNIFIED PARTIES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY NOTONELESSON DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER NOTONELESSON OR LAW ENFORCEMENT AUTHORITIES.

COMMENTS AND SUBMISSIONS

NOTONELESSON welcomes your comments. All comments, suggestions or other information sent by you to this Website will become NOTONELESSON's property, and you agree that all intellectual property rights therein are transferred to NOTONELESSON. You understand that any postings to publicly available portions of the NOTONELESSON Website are non-confidential for all purposes and otherwise governed by the Use of the Service section appearing above.

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COMPLIANCE

The owner of this Website is based in the State of Wisconsin, USA. NOTONELESSON makes no representation that materials in this Website are appropriate or available for use in other locations. If you access this Website from other locations, you are responsible for complying with local laws.

CONTACT/DIGITAL MILLENNIUM COPYRIGHT ACT

If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing us with the following information in writing (*see* 17 U.S.C §512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit NOTONELESSON to locate the material;
- Information reasonably sufficient to permit NOTONELESSON to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to our DMCA Agent as follows at:

Attn: *capoWEBdesign Inc.*
8822 – 32nd Ave
Kenosha WI, 53142
1-262-705-7863
marketing@notonelesson.com

For clarity, only DMCA notices should go to the DMCA Agent; any other feedback, comments, requests for technical support, and other communications should be directed to NOTONELESSON by emailing or writing to:

capoWEBdesign Inc.
Attn: Customer Service
8822 – 32nd Ave
Kenosha, WI 53142 USA
1-262-705-7863
marketing@notonelesson.com

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may be rejected as invalid.

MISCELLANEOUS

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of Wisconsin, USA, without regard to its conflicts of law principles. These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and NOTONELESSON with respect to the NOTONELESSON Website, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the NOTONELESSON Website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the NOTONELESSON Website shall be in the state or federal courts located in the Milwaukee, Wisconsin metropolitan area. You agree to submit to the jurisdiction of such courts.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

You agree that no joint venture, partnership or agency relationship exists between you and NOTONELESSON as a result of these Terms of Use or your use of this Website.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

NOTONELESSON's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and NOTONELESSON nor any trade practices shall be deemed to modify these Terms of Use. NOTONELESSON may revise these Terms of Use at any time by updating this posting.