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- b. Revision of these Terms. Provider may revise these Terms at any time with or without additional notice to you. Such revised Terms will be effective when posted on this Site. You should revisit these Terms on a regular basis, as revised versions will be binding upon you. You understand and agree that your continued access to or use of this Site after the effective date of changes to these Terms indicates your acceptance of such revisions.
- c. Cessation of Service. Provider reserves the right to modify, terminate and suspend the operation of this Site, as well as the provision of any or all products or services via this Site, without notice or liability, at any time and for any or no reason in its sole and absolute discretion.
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2. Your Account.

- a. Account Creation. In order to access certain restricted portions of this Site, you may be required to create an account on this Site (your “Account”) and provide your contact information. Provider reserves the right to refuse or reject any request to create an account for you for any or no reason at Provider’s sole discretion.
- b. Responsibility. You are solely responsible for your Account, your contact information and other information made available through your Account or otherwise via this Site (your “Information”). You assume all risks associated with your Information, including reliance on its quality, accuracy or reliability by any other person or entity.
- c. Termination.
 - i. By you. You may terminate your Account at any time by electronic mailing Provider at salesupport@mckinneytrailers.com.
 - ii. By Provider. If Provider has reason to suspect that you have breached these Terms, or that any of your Information is not authorized, correct, current and complete, Provider may, in addition to taking or reserving any other remedies against you, terminate your Account. Any suspension, termination or cancellation of your Account shall not affect provisions of these Terms, such as indemnification and limitations of liability, that are by their nature intended to survive such suspension, termination or cancellation.
- d. Prohibited Uses. You agree that:
 - i. you will not violate these Terms or any of Provider’s or its licensors’ rights or use this Site to violate the rights of any third party such as copyright or trademark rights;
 - ii. you will use your true legal name and true electronic mail address, and only provide accurate and complete information on this Site;
 - iii. you will provide at your cost all equipment, software, mobile access and Internet access necessary for you to use this Site.
 - iv. you will copy information from this Site only as necessary for your personal, non-commercial use to view, save, print, fax or e-mail such information;
 - v. you will not otherwise reproduce, modify, distribute, display or provide access to this Site or its content;
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 - vii. you will not upload to or distribute through this Site any binary code, macros or other executable code, or any file that contains any viruses, Trojan horses or other components designed to commandeer, limit or harm the functionality of a computer;
 - viii. you will not record, process or mine information about other users, or access, retrieve or index any portion of this Site;
 - ix. you will not remove or modify any copyright or other intellectual property notices that appear on this Site;
 - x. you will not access or use this Site in any manner that could damage, disable, overburden, place an unreasonable load on, interfere or attempt to interfere with the proper working of, or impair, this Site, its computer systems, network or the account of any other user;
 - xi. you will not attempt to gain unauthorized access to any parts of this Site or any user accounts, or any of this Site’s computer systems or networks;

- xii. you will not use this Site in any way that is unlawful, harms Provider's business, Provider's service providers, licensors, representatives or any other user, or breaches any policy or notice on this Site;
- xiii. you will not impersonate another person or misrepresent your affiliation with another person or entity, such as by using another person's user name, password or other account information or another person's name, likeness, image or photograph;
- xiv. you will not charge any person for access to any portion of this Site or any information on this Site;
- xv. you will not access this Site through automated queries (such as by screen or database scraping, spiders, robots, crawlers or any other automated activity with the purpose of obtaining information from this Site) without Provider's prior express written permission;
- xvi. you will not engage in "framing" or "mirroring," or otherwise simulate the appearance or functionality of this Site; and
- xvii. you will not assist, encourage or enable others to do any of the preceding prohibited activities.

3. **Representations and Warranties.** You represent and warrant that:

- a. you are 18 years or older and you have all requisite rights and authority to use the Site and to enter into these Terms;
- b. the performance of your obligations under these Terms will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties;
- c. you will use the Site and services provided by the Site for lawful purposes only and subject to these Terms;
- d. you are responsible for all use of the Site and services provided by the Site by persons accessing the Site and such services through your account;
- e. you agree that Provider will not be liable for any losses incurred as a result of a third party's use of the Site and services provided by the Site associated with your account, regardless of whether such use is with or without your knowledge and consent;
- f. you will not use the Site and services provided by the Site in any manner that could damage, disable, overburden or impair the Site, or interfere with use of the Site or services by others;
- g. any information submitted to the Site or Provider by you is true, accurate, and correct;
- h. you understand that, except at expressly stated in these Terms, these Terms do not grant you any license to use, reproduce, distribute, display or provide access to any portion of this Site on third-party websites, or otherwise;
- i. you will not attempt to gain unauthorized access to the Site or services provided by the Site, other accounts, computer systems, or networks under the control or responsibility of Provider through hacking, cracking, password mining, or any other unauthorized means;
- j. you agree to immediately notify Provider of any unauthorized use of your account of which you become aware;
- k. you are solely responsible for maintaining the confidentiality of your account names and password(s);
- l. you are not a competitor of Provider or its licensors and are not using the Site or services provided by the Site for reasons that are in competition with Provider or its licensors;
- m. if you use this Site in your capacity as an employee, owner or otherwise as an agent of another person or entity, you agree on behalf of yourself and such person or entity, jointly and severally, to be bound by these Terms;
- n. you will not impersonate another person or misrepresent your affiliation with another person or entity, including using another person's username, password or other account information or another person's name, likeness, image or photograph; and
- o. your consent to be bound to any consents, notices, disclosures or other records or documents to be entered into between you and Provider ("Electronic Contracts"), whether by typing your name, checking a box, pressing a button, clicking through a link, or demonstrating other intent to be bound to such Electronic Contract, shall create a legal, valid and binding contract enforceable against you in accordance with its terms.

4. **Intellectual Property.**

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6. **Third Party Services.** This Site may include links to third-party products, services and websites, as well as materials provided by third parties (collectively, "Third-Party Content"). Neither these Terms nor this Site endorse or take responsibility for any Third-Party Content. You agree that the Provider Parties are not responsible for the availability or contents of Third-Party Content. You understand that the Provider Parties have no obligation to, and generally do not, approve or monitor materials provided by third parties through this Site. Your use of Third-Party Content is at your own risk.
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 - b. No Consequential Damages. Provider shall not be liable for any indirect, special, incidental, exemplary, punitive or consequential loss or damage of any kind, including without limitation, lost business or profits, whether arising in tort (including negligence), equity, breach of contract or otherwise (and whether or not such damages are foreseeable or Provider has been advised of the possibility of such loss or damage). In no event will any of the officers, trustees, directors, partners, employees, consultants, beneficiaries, joint venturers, members, stockholders or other principals or representatives of Provider, ever be personally liable to you under, arising out of, or related to these Terms (including for direct or consequential damages), and you hereby waive the right to recover damages from any such persons.
 - c. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, THE PROVIDER PARTIES' MAXIMUM AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND THE SITE SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY. If applicable law limits the application of the above limitation of liability, Provider's liability will be limited to the maximum extent permitted by law.
8. **Miscellaneous**
 - a. Governing Law. These Terms shall be governed by the laws of Washington, regardless of conflict of laws principles.
 - b. Arbitration. Any dispute, controversy or claim arising out of or in connection with or relating to your use of this Site or these Terms, or any breach or alleged breach these Terms, shall be submitted to a single arbitrator and settled by binding arbitration pursuant to the Commercial Rules then in effect of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the city of Seattle, Washington. Judgment upon the award may be entered in any court of competent jurisdiction. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS.
 - c. No Assignment. These Terms, and any rights or obligations under these Terms, are not assignable, transferable or sublicensable by you except with Provider's prior written consent, but may be assigned or transferred by Provider without restriction. Any attempted assignment by you shall violate these Terms and be void.
 - d. Beneficiaries. Nothing in these Terms is intended to, nor will be deemed to, confer rights or remedies upon any third party.
 - e. Amendments; Waivers. Provider may modify these Terms as provided in Section 1(b) (Revision of these Terms). These Terms may not be modified, amended, terminated or waived, in whole or in part, by you except by a written instrument signed by Provider. Except as expressly set forth herein, any failure of a party to take action in response to any breach of these Terms by the other party shall not constitute a waiver of such breach or of performance required by the other party; and no waiver of any provision of these Terms shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided therein.
 - f. Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under these Terms on account of any delay or failure to perform as required by these Terms as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay.

- g. Entire Agreement. These Terms contain the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, promises, agreements and understandings, whether oral or written, between the parties concerning the subject matter hereof. You may from time to time enter into binding legal agreements relating to certain services available through the Site, which may have terms that are different from those of these Terms. In the event of any inconsistency, the terms of such other agreement shall control with respect to such services.
- h. Severability. If any provision of these Terms is deemed to be invalid or unenforceable, the remaining provisions of these Terms shall be valid and binding and of like effect as though such provision were not included.