



TERMS AND CONDITIONS

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BRAVO INDUSTRIES, LLC ("BRAVO," THE "COMPANY," OR "WE") PROVIDES YOU ACCESS TO AND USE OF THE SITE SUBJECT TO THESE TERMS OF USE (THE "TERMS"). BY ACCESSING OR USING THE SITE, YOU AGREE TO ABIDE BY THESE TERMS, AS THEY MAY BE AMENDED BY THE COMPANY FROM TIME TO TIME IN ITS SOLE DISCRETION, AND THAT SUCH TERMS CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND THE COMPANY. IF WE MAKE CHANGES TO THESE TERMS, WE WILL ATTEMPT TO PROVIDE YOU WITH NOTICE OF SUCH CHANGES, SUCH AS BY POSTING A NOTICE ON OUR SITE OR UPDATING THE DATE AT THE BOTTOM OF THESE TERMS.

YOUR CONTINUED USE OF THE SITE WILL CONFIRM YOUR ACCEPTANCE OF THE REVISED TERMS. IF YOU DO NOT AGREE TO THE AMENDED TERMS, YOU MUST STOP USING THE SITE. WE ENCOURAGE YOU TO FREQUENTLY REVIEW THE TERMS TO ENSURE YOU UNDERSTAND AND CAN COMPLY WITH THEM.

If you have any questions or comments regarding the use of the Site or its Content, please contact us at support@bravoindustries.com.

Privacy Policy

Please refer to our Privacy Policy for information on how we collect, use and share information about our users.

Use of Material

Bravo authorizes you to view and download a single copy of the material on the Site solely for your personal, noncommercial use. Any other use of the Content is prohibited and may violate applicable laws, including copyright and trademark laws. Nothing in these Terms shall be construed as conferring any license to intellectual property rights other than as expressly set forth above. This license is revocable at any time at our sole option and discretion.

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Nothing in this Agreement shall be construed as creating any partnership, joint venture, or agency between the parties, and neither party will have the authority to bind the other party, by contract or otherwise, to any obligations. In particular, you shall not have the right to bind the Company or to assume any obligations or make any representations on behalf of the Company.

Copyright Complaints

We respect the rights of all copyright holders and in this regard, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of this Site who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes



copyright infringement, please provide our Copyright Agent the following information required by the Digital Millennium Copyright Act, 17 U.S.C. Section 512:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (c) Identification of the content 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 the information reasonably sufficient to permit us to locate the content;
- (d) Information reasonably sufficient to permit us to contact the complaining party;
- (e) A statement that the complaining party has a good faith belief that the use of the content in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act, please contact support@bravoindustries.com.

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THE SITE AND CONTENT ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. BRAVO, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. BRAVO MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT, SERVICES PROVIDED BY BRAVO, OR RELATED SOFTWARE TEXT, GRAPHICS, AND LINKS.

Disclaimer of Consequential Damages

IN NO EVENT SHALL BRAVO BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SITE AND THE CONTENT OR FROM YOUR REGISTRATION FOR OR PARTICIPATION IN ANY BRAVO EVENT,



WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BRAVO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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The Site may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by Bravo of the contents on such third-party websites. Bravo is not responsible for the content of linked third-party sites and does not make any representation regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party website, you do so at your own risk. In the event that you have a dispute with any such third party, you release Bravo, its subsidiaries, and its affiliates, directors, officers, employees, agents, and partners from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Unless expressly provided otherwise, these Terms govern your use of any and all third-party content.

Indemnity

You agree to defend, indemnify and hold harmless Bravo, its subsidiaries, affiliates, officers, agents, partners, members, employees, independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to: (i) your use of the Site; (ii) any Feedback you provide; (iii) your violation of these Terms; (iv) your violation of any rights of another; or (v) your conduct in connection with the Site. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provision above may not apply to you.

User Content

Subject to the provisions set forth in Bravo's online Privacy Policy, Bravo may use the information it obtains relating to you, including your IP address, name, mailing address, email address and use of the Site, for its internal business and marketing purposes and may disclose the information to third parties for such purposes.

Use Restrictions

Bravo reserves the right to investigate suspected violations of these Terms. If Bravo becomes aware of a possible violation, Bravo may initiate an investigation which may include gathering information from you or companies involved and the complaining party. If Bravo believes, in its sole discretion, that a violation of these Terms has occurred, it may take responsive action. Such action may include, but is not limited to, temporary or permanent blocking of your access to the Site. Violations of these Terms could also subject you to criminal or civil liability. Bravo reserves the right to release the contact information of users involved in violations of system security to system administrators at other sites, in order to assist them in resolving security incidents. Bravo intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms or of any applicable laws.

Injunctive Relief

You hereby acknowledge that a breach of these Terms may cause irreparable harm and significant injury to Bravo that may be difficult to ascertain, and that a remedy at law may be inadequate. Accordingly, you agree that Bravo shall be entitled, without waiving any additional rights or remedies otherwise available to Bravo at law or in equity and without the necessity of posting bond, to seek injunctive and other equitable relief in the event of a breach or intended or threatened breach by you. Notwithstanding



anything to the contrary, Bravo shall be entitled to seek and obtain injunctive relief in any court of competent jurisdiction.

Arbitration and Disputes

Except in the case of legal action brought by Bravo to obtain injunctive or other equitable relief of whatsoever kind, all of which may be brought in any court or other tribunal of competent jurisdiction, ANY CONTROVERSY, CLAIM, DISPUTE OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THEIR SUBJECT MATTER, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, SHALL BE SUBMITTED TO THE OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION LOCATED IN, OR CLOSEST TO, 1776 I ST NW #850, WASHINGTON, DC 20006 IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, IN EFFECT AT THE TIME OF THE ARBITRATION, THE LAWS OF THE COMMONWEALTH OF VIRGINIA (USA) GOVERNING SUCH ARBITRATIONS, AND IN ACCORDANCE WITH THESE TERMS. SUCH ARBITRATION MUST BE FILED WITHIN TWELVE (12) MONTHS OF THE FIRST ACCRUAL OF THE CAUSE OF ACTION, AND THE PARTIES AGREE THAT THE STATUTE OF LIMITATIONS FOR ANY CAUSE OF ACTION BROUGHT PURSUANT TO, IN CONNECTION WITH, OR RELATING TO A DISPUTE WILL BE TWELVE (12) MONTHS FROM THE FIRST ACCRUAL OF THE CAUSE OF ACTION, NOTWITHSTANDING ANY STATUTE TO THE CONTRARY. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

The arbitration will be heard and decided no later than seven (7) months after the notice of arbitration is filed with the American Arbitration Association by one arbitrator. The arbitrator will hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or in part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrator deems appropriate. No witness or party may be required to waive any privilege recognized under Virginia of Columbia law. The hearing will not last longer than four (4) days unless all parties agree otherwise, with time to be divided equally between you and Bravo. The arbitrator will be an attorney, licensed to practice law in the Commonwealth of Virginia for no less than ten (10) years, with no less than five (5) years' experience as an arbitrator. The parties and the arbitrator will treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs, and the award, as strictly confidential and not subject to disclosure to any third party or entity, other than to the parties, the arbitrator, and the American Arbitration Association. The arbitrator must give full effect to the applicable law and to all of these Terms, and are specifically divested of any power to add to, subtract from, modify or alter any of the terms or conditions of these Terms, or to render decisions in derogation thereof. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual direct damages, except as may be required by statute. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator will issue written findings of fact and conclusions of law, the decisions of the arbitrator will be binding and conclusive upon all parties involved, and judgment upon any decision of the arbitrator may be entered in any federal or state courts with jurisdiction.



Attorney Fees

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under these Terms (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under these Terms, in addition to any other relief to which the prevailing party may be entitled, the prevailing party will be entitled to recover its reasonable attorney fees, costs and expenses to resolve the dispute and to enforce the final judgment.

Termination

Either we or you may end this agreement with or without cause or prior notice. Notwithstanding any of these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to use the Site, or any portion of the Site, and to block or prevent your future access to and use of the Site or any portion of the Site.

Legal Equivalency

These Terms and any other electronic documents, policies and guidelines incorporated herein shall be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable against any party hereto as a signed writing; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Any electronic documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding shall, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

General

The Site is based in Carrollton, Texas (USA). Bravo makes no claims the Content is appropriate or may be downloaded outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and Conditions are governed by the internal substantive laws of the Commonwealth of Virginia, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. These Terms and Conditions constitute the entire agreement between you and Bravo with respect to the use of Website. Any changes to these Terms and Conditions must be made in writing, signed by an authorized representative of Bravo.

Effective Date

July 12, 2016