

3B Alliance, LLC

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You acknowledge and agree that when you submit any information to us through our Website you are submitting such information to all of 3B Alliance, LLC collectively and that such information may be disclosed and transferred among such departments and divisions and their respective agents and service providers, subject to the provisions of applicable law. You further agree that we may disclose any information you submit (i) if we have a right or duty to do so, (ii) if we are compelled or permitted by law to do so, (iii) as directed by you, and/or (iv) as necessary to provide you with products or services you have requested. Any information, feedback, questions, concepts, comments, suggestions, ideas or the like which you send to us by or through our Website, or at any e-mail address we have provided at our Website, will be treated as being non-confidential and nonproprietary as to you, and we will be free to use the same or any information contained therein for any purpose whatsoever (including, without limitation, for the purposes of developing, manufacturing and marketing products and services) without paying any compensation to you, and the same shall be deemed our property upon receipt. Nothing herein shall be construed as limiting the responsibilities and obligations as set forth in our Privacy Policy. You acknowledge and agree that we may monitor and keep a record of your use of our Website.

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EXCEPT WHEN CAUSED BY OUR INTENTIONAL MISCONDUCT OR WANTONNESS, YOU AGREE TO INDEMNIFY, PROTECT AND FULLY COMPENSATE US AND OUR SERVICE PROVIDERS AND LICENSORS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES

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This Agreement constitutes the current, sole and entire agreement between you and us with respect to the use of our Website, and any and all prior "Terms and Conditions" with respect to the use of our Website are superseded by this Agreement. You acknowledge and agree that no practice or course of dealing between you and any 3B Alliance department or division, nor any oral representations by any 3B Alliance representative, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement. No failure by us to exercise, and no delay by us in exercising, any right or remedy shall operate as a waiver thereof. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be deemed automatically reformed to the extent, and only to the extent, necessary to render it valid and enforceable under applicable law; however, if such reformation of the provision is not reasonably possible, the provision shall be deemed severed from this Agreement with respect to the person or circumstances as to which such provision shall be invalid or unenforceable, and the remainder of this Agreement continue in full force and effect to the fullest extent permitted by law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of laws provisions or your actual state or country of residence, and applicable federal law. For purposes of any action or proceeding arising out of this Agreement, you expressly submit to the jurisdiction of all federal and state courts located in the State of Alabama, and agree that we, in our discretion, may require that Mobile, Alabama, be the venue for any legal proceedings arising out of or related to this Agreement. You waive and agree not to assert in any action, suit or proceeding that you are not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. In the event that you should have any claim or cause of action against us arising out of your use of the Website, you agree that, regardless of any statute or law to the contrary, such claim or cause of action must be initiated or filed in a court of competent jurisdiction within one (1) year after accruing or be forever barred.