

**Norfolk Iron & Metal Co.  
Website Terms and Conditions of Use**

These Website Terms and Conditions of Use (these “Terms and Conditions”) govern your use of and purchases from the website portal (collectively, the “website”) operated by Norfolk Iron & Metal Co., a Nebraska corporation (“NIM”, “we”, or “us”). Your use of the website in any manner constitutes your agreement to be bound by these Terms and Conditions, including the [Privacy Policy](#). Please read the following Terms and Conditions carefully.

You, on behalf of yourself and the customer for which you have registered (“you”), agree that your assent, given electronically, will have the same legal effect as if it had been personally signed by you. To the extent permitted by law, these Terms and Conditions are intended to supersede any provisions of applicable law that might otherwise limit their enforceability or effect because they were entered into electronically. Please print a copy of these Terms and Conditions for future reference. **IF AT ANY TIME YOU DO NOT OR CANNOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD CEASE USING THE WEBSITE. YOUR ACCESS TO AND USE OF THE WEBSITE IS CONDITIONED ON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND YOUR ONLY REMEDY IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IS TO STOP ACCESSING OR USING THE WEBSITE.** If you have any questions about these Terms and Conditions, please contact us at your sales representative.

We may change, suspend, or discontinue any aspect of the website at any time, including hours of operation or availability of the website or of any goods sold on or feature of this website, without notice or liability.

**1. OUR PRIVACY POLICY**

Please refer to our [Privacy Policy](#) to learn about how we collect and use information from and about you. The [Privacy Policy](#) is part of these Terms and Conditions.

**2. ELECTRONIC COMMUNICATION**

When you visit the website, communicate with us by e-mail, or utilize the website messaging service, you are communicating with us electronically. By doing so, you agree that we may communicate with you electronically (including but not limited to by email, chat on the website, and notices posted to the website). You also agree that all such electronic communications (including all notices, disclosures, warranties, and agreements) satisfy any legal requirement that such communication be “in writing.”

**3. INTELLECTUAL PROPERTY RIGHTS.**

All trademarks, service marks, trade names, trade dress, and other branding devices that appear on the website (collectively the “Marks”) are the exclusive property of NIM and/or our licensors, partners, or affiliates, and are protected by applicable intellectual property laws. You may not display or use the Marks without our prior written authorization and/or prior authorization of our licensors, partners, or affiliates, as applicable.

All content included in or made available through the website is the property of NIM or our licensors, partners, or affiliates. Unless otherwise noted, all visual, audio-visual, and written information displayed on the website, including all text, graphics, photographs, logos, drawings, designs, iconography, animation, videos, images, data compilations, software, and other materials (collectively, and together with the Marks, the “NIM Content”) is the property of NIM or our licensors, partners, or affiliates and is protected by one or more applicable intellectual property laws, including without limitation copyright, right of publicity, and

trademark laws. You may not copy or use any of the NIM Content without our prior written authorization and/or the prior authorization of our licensors, partners, or affiliates, as applicable.

The source code / HTML code underlying and compilation of the website is likewise the exclusive property of NIM and protected by applicable intellectual property laws. You are not authorized to use such source code for any purpose other than the ordinary use of the website.

Any unauthorized use of the materials or content on this website, including but not limited to the NIM Content, is strictly prohibited and may violate copyright and trademark laws and/or the laws of privacy, publicity and/or communications regulations and statutes.

Please contact your sales representative if you have questions about the NIM Content, including whether we are willing to authorize your use of the same.

#### **4. LIMITED LICENSE AND USE OF THE WEBSITE.**

We grant you a limited license to use the website solely for your lawful use. You may not use the website to do any of the following things (or otherwise to violate any laws or legal rights of anyone else):

- Copy, imitate, mirror, reproduce, distribute, publish, download, publicly display, publicly perform, post or transmit any of the NIM Content in any manner or format, or through any means, including but not limited to electronic, mechanical, photocopying, recording or otherwise.
- Resell or make any commercial use of any of the content of the website, including the NIM Content.
- Commit fraud or other dishonest act, including by seeking refunds or other compensation or benefits for product orders that are not legitimate, or about which you are not being completely truthful in your communications with us.
- Disclose personal information about another person or harass, abuse or post objectionable material.
- Modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any of the content of the website, including the NIM Content, not intended to be so read, including but not limited to using or directly viewing the underlying source code / HTML code, except as interpreted and displayed in a web browser.
- Use any automated software or tools that are designed to extract and copy data (such as bots, spiders, crawlers, or other similar data-mining, data-gathering, or data-extraction methods) on the content of the website, including the NIM Content, or source code / HTML code underlying the website.
- Collect any information about other users of the website.
- Attempt to interfere with, disrupt, reverse-engineer, steal from, or gain unauthorized access to, any of the software, technology, or equipment that supports the website or user accounts.
- Impersonate another person, or misrepresent your affiliation, with a person or entity.
- Frame or link to the website without NIM's express written consent.
- Post advertising or marketing links or content.
- Sell, transfer, or assign any of your rights to use the website to a third party without NIM's express written consent.
- Access the website from anywhere in the world where it is unlawful for you to do so.

#### **5. AVAILABILITY OF WEBSITE.**

You recognize that the traffic of data through the Internet may cause delays during the download of information from the website and accordingly, you will not hold us liable for delays that are ordinary in the course of Internet use. You further acknowledge and accept that the website will not be available on a

continual twenty-four hour basis due to such delays, or delays caused by the upgrading, modification, or standard maintenance of the website.

## **6. AUTHORITY**

By using this website on behalf of an organization or legal entity (collectively, “Organization”), you represent and warrant that you (a) are an authorized representative of that Organization, (b) have the authority to bind the Organization to these Terms and Conditions, and (c) agree to be bound by these Terms and Conditions on behalf of the Organization.

## **7. ACCOUNTS, FORMS, REGISTRATION AND PASSWORDS**

You represent and warrant that all information you provide to NIM when creating an account on the website and all other times will be true, accurate, current, and complete. We are not responsible for problems that you encounter as a result of false, inaccurate, outdated, or incomplete information that you provide to us. For example, when you purchase goods via the website, we will ship such goods to the address that you have provided to NIM. If that address is incorrect, you may experience problems with your purchase for which we will not be responsible.

You agree that you will be responsible for maintaining the confidentiality of your username and password and for all activity that occurs under your username and password. You agree to use reasonable efforts to prevent the unauthorized access to or use of the website and to preserve the confidentiality of your username and password, and any device that you use to access the website.

You agree to notify NIM immediately of any breach in secrecy of your username and password. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify NIM by e-mail to [bnobel@norfolkiron.com](mailto:bnobel@norfolkiron.com). You will be solely responsible for all losses incurred by NIM and others due to any unauthorized use of your account.

## **8. PRODUCT DESCRIPTIONS.**

We attempt to be as accurate as possible when describing the goods available for purchase on the website. We do not, however, warrant that the description of the goods are or will be 100% accurate, complete, current, or error-free.

## **9. PRICING AND PAYMENT.**

We will display on the website the current prices for all goods available for purchase via the website. The prices do not include applicable taxes and fees that we are legally required to charge you. We will inform you about any such taxes and/or fees before you are able to complete a purchase order.

The website currently uses one or more third parties to process payments that you authorize in connection with purchasing goods through the website. We will inform you of the methods of payment that our third-party payment processors permit while you are placing your order.

All amounts listed and monetary transactions on and via the website are in U.S. dollars.

## **10. SHIPPING AND RISK OF LOSS.**

When you place an order for goods through the website, the goods will be shipped to the address on file with NIM. We want you to be able to enjoy your goods as quickly as possible. To accomplish this we may use a private delivery service to deliver your item or offer another method of delivery.

All Products purchased from our website are made pursuant to a shipment contract. You acknowledge that we have no control over the carrier, and that once we have turned your goods over to the carrier, we are no longer liable for any loss or damage involving the goods, though we may voluntarily seek insurance claims from the carrier, where applicable, to assist in mitigating or compensating your losses. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier, and you are responsible for filing any claims with carriers for damaged or lost shipments.

## **11. Digital Millennium Copyright Act (“DMCA”) Policy**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the website infringe your copyright, you (or your agent) may send NIM a “Notification of Claimed Infringement” requesting that the material be removed, or access to it blocked. The notice must include the following information:

- 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has 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 the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send NIM a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the website should be sent to 3001 N. Victory Road, PO Box 1129, Attn: Brad Noel, Norfolk, NE 68702 or by email to [bnoel@norfolkiron.com](mailto:bnoel@norfolkiron.com). Consult your legal advisor and see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

## **12. DISCLAIMERS.**

For purposes of these Terms and Conditions, “Released Parties” mean NIM and its parents, subsidiaries, affiliates and related entities, and our and their respective officers, directors, managers, members, shareholders, employees, agents, licensors, successors and assigns.

We make no representation about accuracy, reliability, completeness, or timelessness of any content of the website. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party goods or services obtained through the website.

We make no promises and disclaim all liability of specific results from the use of the website.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK, AND THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES LISTED ON OR AVAILABLE THROUGH THE WEBSITE, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND (B) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE THAT RESULTS FROM THE USE OF ANY SUCH MATERIAL.

THE RELEASED PARTIES MAKE NONE OF THE FOLLOWING WARRANTIES, EACH OF WHICH THE RELEASED PARTIES EXPRESSLY DISCLAIM:

- THE WEBSITE WILL MEET YOUR EXPECTATIONS, NEEDS, OR REQUIREMENTS;
- THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE;
- THE NATURE, QUALITY, OR QUALITIES OF ANY PRODUCTS OR SERVICES PROMOTED OR AVAILABLE FOR PURCHASE VIA THE WEBSITE WILL MEET YOUR EXPECTATIONS, NEEDS, OR REQUIREMENTS;
- ANY ERRORS IN THE WEBSITE WILL BE CORRECTED; OR
- ANY PRODUCTS OR SERVICES PROMOTED OR AVAILABLE FOR PURCHASE VIA THE WEBSITE, OUR SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING WITHOUT LIMITATION STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE PRODUCTS, WHETHER MADE BY NIM OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF NIM. No claim for damages for goods that do not conform to specifications will be allowed unless NIM is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Products for which damages are claimed require NIM’s written consent before being returned, repaired or discarded. YOUR EXCLUSIVE REMEDY AND NIM’S SOLE LIABILITY SHALL BE LIMITED TO NIM REPLACING GOODS THAT DO NOT CONFORM TO

SPECIFICATIONS, OR AT NIM'S OPTION TO REFUND THE PURCHASE PRICE OF THE GOODS. The exact cost of back charges must be approved by NIM before the work is done.

### **13. LIMITATION ON LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF NIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY OF THE FOLLOWING:

- YOUR USE OR INABILITY TO USE THE WEBSITE;
- THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE WEBSITE;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF DATA OR INFORMATION THAT YOU PROVIDE TO US VIA THE WEBSITE OR OTHERWISE;
- STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON OR INVOLVING THE WEBSITE;
- YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US OR THIRD PARTIES ON OR VIA THE WEBSITE; OR
- ANY OTHER CIRCUMSTANCES ARISING OUT OF OR RELATING TO THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR YOUR USE OF THE CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE PRICE THAT YOU PAID FOR ANY GOODS PURCHASED VIA THE WEBSITE OR \$100, WHICHEVER IS GREATER.

### **14. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, actions, demands, and expenses, including without limitation reasonable legal and accounting fees, alleging, arising out of, or resulting from (a) your use of the website, the NIM Content, or the services or goods obtain through the website, (b) your breach of these Terms and Conditions, and (c) your use of or reliance on any third-party content (collectively referred to as "Claims"). We will give you prompt notice of any such Claims, but reserve the right, in our sole and absolute discretion and at our own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as required by the Released Parties in the defense of any Claims.

### **15. TERMINATION.**

Notwithstanding any of these Terms and Conditions, we reserve the right, in our sole and absolute discretion, to terminate your access and license to use the website and to block or prevent future access to

and use of the website for any reason or no reason without notice or attendant liability. Upon termination, these Terms and Conditions will still apply.

**16. SURVIVAL.**

All provisions relating to intellectual property and other proprietary rights, confidentiality, disclaimers of warranty, indemnification, limitation of liability, damages, dispute resolution, and choice of law shall survive the expiration or earlier termination of these Terms and Conditions.

**17. CHANGES.**

We may review these Terms and Conditions periodically to ensure that they comply with applicable law and remain consistent with our operations. We therefore reserve the right to update and revise these Terms and Conditions at any time without specific or direct notice to you. We intend to change the “Effective as of \_\_\_\_\_, 20\_\_” date at the bottom of these Terms and Conditions each time we revise these Terms and Conditions. You should review these Terms and Conditions regularly to ensure that you are aware of any changes or updates.

**18. ASSIGNMENT.**

You may not transfer any rights or obligations in or to these Terms and Conditions, in whole or in part. We may transfer any and all rights and obligations in and to these Terms and Conditions and/or subcontract some or all of our obligations hereunder at any time without your consent.

**19. INJUNCTIONS.**

You acknowledge that a breach of any confidentiality, intellectual property, or other proprietary rights provisions of these Terms and Conditions may cause us irreparable damage, for which the award of damages would not be adequate compensation. Consequently, we may seek an injunction to prevent you from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and we may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

**20. DISPUTE RESOLUTION; CHOICE OF LAW; MANDATORY ARBITRATION.**

If a dispute, claim, or controversy arises out of or relating to these Terms and Conditions (including an alleged breach or the termination, enforcement, interpretation, or validity thereof), the website, or your purchase of goods available via the website (collectively, “Dispute”), the following rules and procedures shall apply.

- **Informal Dispute Resolution.** You and NIM each agree that you will try in good faith to resolve such Dispute informally. If you wish to initiate this informal process, you should send a notice clearly marked “Notice of Dispute,” and containing a brief written statement setting forth your name, address, and contact information, the facts giving rise to your Dispute, and the relief you are seeking. You must send any such notice to NIM at 3001 N. Victory Road, PO Box 1129, Attn: Brad Noel, Norfolk, NE 68702 or by email to [bnobel@norfolkiron.com](mailto:bnobel@norfolkiron.com). We will contact you via email at the address specified in any such notice or the physical address we have on file relating to any order you placed with us. You and NIM agree to use reasonable, good faith efforts to settle any Dispute through consultation, communication, and negotiations within thirty (30) days of your submission of such notice. If a Dispute is not resolved within thirty (30) days of such submission, you or NIM may resort to the procedures described in the remainder of this section. If we have a

Dispute with you, we will follow the same process, except that we will initiate the process by sending the “Notice of Dispute” to you via email at the address specified in any such notice or the physical address we have on file relating to any order you placed with us.

- Mandatory Arbitration. In the event that you and NIM are unable to resolve a Dispute through informal discussions within thirty (30) days of the “Notice of Dispute” (as described above), you and we agree to resolve such Dispute in accordance with the commercial arbitration rules of the American Arbitration Association, by a single arbitrator selected or approved by the parties. Should the parties be unable to agree on an arbitrator, a single arbitrator having no relationship to either party shall be appointed by the American Arbitration Association to arbitrate the matter. The arbitrator shall render a written reasoned decision on the issue(s) subject to arbitration, with the costs of arbitration being borne equally by both parties, but each party shall be solely responsible for its own costs and expenses related to the arbitration, including attorney’s fees and other expenses. Any arbitration proceeding shall be conducted in Omaha, Nebraska, and shall be subject to the laws governing arbitration of the State of Nebraska, and neither party may object to the jurisdiction of the arbitrator or to venue of such proceeding. The arbitrator may grant any appropriate remedy, including without limitation, injunctive relief or specific performance. Prior to the appointment of the arbitrator, any party may seek a temporary restraining order, or a preliminary injunction from any state if federal court of appropriate jurisdiction, that shall be effective until the arbitrator renders a final decision.
- Terms Admissible as Business Records. A printed version of these Terms and Conditions (including our [Privacy Policy](#)) and of any other communications between NIM and you shall be fully admissible in any proceedings arising out of or relating to these Terms and Conditions, and shall be treated as a record maintained in the ordinary course of NIM’s business.

## **21. NOTICES.**

Legal notices may be sent to [bnoel@norfolkiron.com](mailto:bnoel@norfolkiron.com) (if by email), or at Norfolk Iron & Metal Co., Attn: Brad Noel, 3001 N. Victory Road, PO Box 1129, Norfolk, NE 68702 (if by conventional mail). Notices to you may be sent either to the email address supplied in your account or to the address on file with NIM. In addition, we may broadcast notices or messages through the website to inform of changes to the website, these Terms and Conditions, the [Privacy Policy](#), or any other policy or matter of importance, and such broadcasts shall constitute notice to you to the extent permitted by applicable law. Any notices or communication under these Terms and Conditions will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by mail, return receipt requested; (d) on the delivery date if transmitted by email; or (e) within three (3) days after we post a notice on the website.

## **22. FORCE MAJEURE.**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (“Force Majeure Event”). A Force Majeure Event includes but is not limited to any act, event, non-happening, omission or accident beyond our reasonable control including but not limited to restrictions of law, regulations, orders, or other governmental directives, labor disputes, acts of God, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

**23. NO THIRD-PARTY BENEFICIARIES.**

No person or entity not a party to these Terms and Conditions will be deemed to be a third-party beneficiary of these Terms and Conditions or any provision hereof.

**24. SEVERABILITY.**

If any provision of these Terms and Conditions are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions will remain in full force and effect.

**25. WAIVER AND AMENDMENT.**

If we fail to insist upon strict performance of your obligations under any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. No waiver by us of any default will constitute a waiver of any subsequent default, and no waiver by us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Our rights and remedies under these Terms and Conditions and any other applicable agreement between you and us shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

**26. COMPLETE UNDERSTANDING.**

These Terms and Conditions constitute the entire agreement between you and NIM with respect to the website and supersede all prior or contemporaneous communications relating to the website. Any rights not expressly granted herein are reserved.

**EFFECTIVE DATE: March 27, 2017.**