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Thank you for visiting our Website! When you visit our Website, shop or purchase any products from our Website, you agree to our User Agreement, Privacy Policy and our Terms of Service contained herein. CTH Enterprises Terms of Service and Privacy Policy are all incorporated into this User Agreement. CTH Enterprises is affiliated with, owns and does business as or through other domains operated by CTH Enterprises. This User Agreement and Privacy Policy are subject to change without notice, at the sole discretion of CTH Enterprises; all changes will be posted and put into effect immediately. BY USING THIS SITE, WEBSITE, WEBSITES OR IT'S SERVICES IN ANY WAY, YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE READ THIS CTH ENTERPRISES USER AGREEMENT AND PRIVACY POLICY AND YOU AGREE THAT YOU COMPLETELY UNDERSTAND THEM, YOU AGREE TO BE BOUND BY THEM, YOU AGREE YOU ARE AT LEAST 18 YEARS OLD OR YOU ARE ABLE TO FORM LEGALLY BINDING CONTRACTS OR HAVE THE PERMISSION OF AN ADULT OR LEGAL GUARDIAN ABLE TO ACCEPT AND BE BOUND BY THESE TERMS ON YOUR BEHALF AND YOU AGREE TO COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO YOU, TO THE USE OF THIS WEBSITE AND THE SERVICE. By using this website you are agreeing to be bound by this User Agreement, all CTH Enterprises terms of service and Privacy Policy.

TERMS OF SERVICE

You are advised to review our Terms of Service and Privacy Policy to help you understand our policies and procedures concerning privacy. Our Terms of Service and Privacy Policy also governs your use of our website and is incorporated into this User Agreement.

SHIPPING

We ship most orders within 7-14 business days but we make no guarantee of actual delivery dates because shipping carrier delivery times often fluctuate and product availability can cause delays at times. This simply means that once an order has shipped, variable shipping times and circumstances still apply. We do not ship outside of the United States. We will not be held responsible for any delay in package deliveries due to weather, shipping carrier delays or unforeseen circumstances.

SHIPPING STATUS

Tracking information will be emailed to you once your order has shipped. Late deliveries are the responsibility of the shipper or mail carrier and not the

responsibility of the CTH Enterprises. It is your responsibility to check with your carrier for your tracking information and handle all shipping related disputes with your shipper or carrier.

RETURN AND REPLACEMENT POLICY

We offer return and replacement of merchandise only when we determine that a product is defective or we have made an error in the customization of a product. Inquiries and replacement requests must be made within 14 days of receiving your product. After 14 days there are no returns or replacements. We warrant that our merchandise is free of manufacturer defects and warrant any errors in the customization of your order that differ from the information you submit to us at the time of your order. Please ensure you select the correct size, design, color and customization before placing your order.

REFUND POLICY

CTH Enterprises guarantees all our products against manufacturer defects and errors in the customization of your order that differ from the information you submit to us at the time of your order. If we determine that a product is defective or we have made an error, we will refund your order. Refund inquiries must be made within 14 days of receiving your order or product. Please be sure you select correct sizes, colors and designs before placing your order.

EXCHANGES AND CANCELLATIONS

All orders are custom made on demand. For this reason we do not provide exchanges or cancellations. We reserve the right to cancel and refund any order, should any unforeseen circumstance require it.

PRODUCT AND COLOR DISCLAIMER

Colors of products and customization may vary by product and differ by manufacturer batch lots. The color that appears on your monitor may not be the same as the actual product color because monitor color displays vary greatly. CTH Enterprises attempts to be as accurate as possible with product descriptions, colors and images but due to color display discrepancies product and print colors may not always be exactly the same as displayed on your monitor. In addition the thread and dyes used vary from each manufacturer supply batch to the next manufacturer supply batch. We do not warrant colors to be an exact match because this is not possible in the custom apparel industry because batch lots may vary.

SIZING CHARTS

Our manufacturers supply products with a one-inch variance in sizing compared to the sizing charts. The width and length of products may vary by as much as one inch up or down in sizing. The sizing charts are an approximate size so please give or take one inch in any measurement direction. For this reason we do not warrant the sizes will be exactly the same as the size charts. Actual measurement sizes may be within one inch less or greater. Sizing charts are only best approximate sizes. Please use due caution when placing your order. Sizes will vary by one inch larger or smaller from sizing charts.

CHANGING YOUR ORDER

If you need to change your order, contact sales@cthent.com immediately. Please include the order number found on your receipt and a complete description of the items or products you would like to change. Changes will only be accepted if the order or product has not already been processed. Please note: If your order has already been processed, you will not be able to modify your order!

BULK ORDERS

Bulk orders are product orders of six or more items. Bulk orders shall be given the same priority as all other orders and will typically ship in 7-14 business days but in some instances bulk orders may ship in up to 15 business days. Please allow up to 15 business days for bulk orders. All other terms and services regarding bulk orders are the same as all other orders and products described in this User Agreement.

COMMUNICATIONS WITH US

By using this website, purchasing products, creating an account, using the service, phoning or faxing us and/or using your e-mail address to communicate with us you agree to receive communications from us electronically, by written mail or by phone. You agree that we may communicate and market to you by e-mail, phone or fax and at times market by direct mail to your physical address. All electronic communications satisfy any legal requirement that such communications be in writing. The CAN-SPAM Act of 2003 states; ALL commercial email communications must comply with the CAN-SPAM Act of 2003 (For more information on compliance with the CAN-SPAM Act of 2003 please visit the Federal Trade Commission website at <http://www.ftc.gov/spam/>) as amended and any other applicable laws or regulation which govern email communications, including without limitation, you must provide a return email address or similar response system, you must include an unsubscribe option which allows a recipient to unsubscribe from

future email messages. You may never use misleading subject lines in your header or information that is false. Your information and email address must accurately identify “You” the person who sent the email. Your email communications must clearly inform the recipient the message is a commercial solicitation and that the recipient can opt out or unsubscribe from receiving emails from you. You may never use spam to market your content to our users.

CONTENT OWNERSHIP INFORMATION

All content on this site is the exclusive property of CTH Enterprises. All materials and content on the site are protected by United States and international copyright laws. Site content includes but is not limited to graphics, artwork, text, logos, digital files, data, software, code, html, scripts and all other site content is protected by United States and international copyright laws and intellectual property laws. Using the site or services in no way gives you ownership, right to reproduce, use or grant any intellectual property rights to you.

DIGITAL MILLENNIUM COPYRIGHT ACT CLAIMS

CTH Enterprises will respond to alleged copyright infringement according to the following process set out in the U.S. Digital Millennium Copyright Act. If you suspect your work has been infringed upon, copied, unlawfully reproduced or other, please follow these instructions for making any such claims.

You must provide us with the following information if you desire to inform us of a suspected copyright claim;

1. You must clearly identify and describe the alleged copyrighted content, artwork, trademark or other intellectual property. Please include information where the materials may be found on our site. Include links to webpages or screen shots of the questioned materials.
2. You must provide a good faith written statement that you have belief that the disputed use is not authorized by the copyright owner, agent or the law.
3. You must provide adequate contact information so we are able to contact you. This should include your address, a working telephone number and e-mail address.
4. You must provide an electronic or physical signature of the owner(s) or agent of the owner(s) authorized to act or sign on behalf of the owner(s) of the copyright materials.
5. You must provide a statement made under penalty of perjury, that the information you submit is accurate to the best of your knowledge, the owner(s) of the copyrighted materials have exclusive rights to the

materials or that you yourself are the copyright owner(s) or that you are authorized to act on behalf of the copyright, trademark, or other intellectual property right of the owner(s).

NOTE: You must comply with **ALL** the above requirements and if you fail to do so please be aware your request or information may not be reviewed or responded to.

You can submit the above information by to sales@cthent.com.

SITE USE AND YOUR RIGHTS

By using the Site you, the user, agree you are at least 18 (eighteen) years of age or older and can lawfully enter into and form contracts under applicable law. If you are under the age of 18, you must be at least 13 (thirteen) years of age or older and only use the Site when under the direct supervision of a parent or legal guardian who agrees to be bound by this User Agreement on your behalf. CTH Enterprises and the Service are not intended for children under the age of 13 so if you are under the age of 13 please stop using the site now.

CTH Enterprises owns all intellectual property, title and interest in the Site and service unless otherwise provided for in this USER AGREEMENT. Without limitation CTH Enterprises owns the copyrights in and to the Site, and proprietary technology used to provide the Site. You, the user, will not acquire any right, title or interest therein under this USER AGREEMENT.

You, the user, are merely granted a limited revocable right to access and use the Site and service. The Site must only be used for its intended purposes and is subject to this USER AGREEMENT. You agree not to compete with the Site or create derivative works based on the content of the Site. If you fail to comply with all the terms and conditions of this USER AGREEMENT your right to use the Site may be revoked.

If CTH Enterprises determines you, the user, have breached any term or condition of this USER AGREEMENT or have used the Site in a manner deemed inappropriate by CTH Enterprises, at its sole discretion, CTH Enterprises may cancel any transaction, subscription, membership or account and take any other action to restrict access to any material(s) that may be considered objectionable, without any liability to you.

GENERAL SITE RULES AND USE

CTH Enterprises is not intended for use for the purpose of investigation or solicitation. You are fully responsible for any content that you create, design, post, submit, upload, publish or provide on the Site. You agree not to create,

submit, post, upload, publish or provide any information, text or other material, that is illegal, unlawful, libelous, defamatory, lewd, obscene, indecent, pornographic, harassing, threatening, invasive, abusive, inflammatory or otherwise objectionable; or that would constitute or encourage a criminal offense or that would otherwise create liability or violate any local, state, national, or international law; or that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. You warrant that you have the lawful right to reproduce and distribute said content and that you have the right to grant any and all necessary rights and licenses for such, including, without limitation, all necessary copyrights and other related rights to the content, free and clear of all claims and encumbrances, without violating the rights of any person, third-party or entity, including any right to privacy or publicity. You warrant that each person depicted in any photograph, artistic work or other derivative work that you submit, if any, has provided consent to the use of any such picture, artistic work, photograph or other derivative work.

If you submit items in which you claim intellectual property rights (e.g. a logo, slogan, design or any other content you upload to the Site) you grant CTH Enterprises an irrevocable, limited license to use your intellectual property on the Site, throughout the universe, forever.

As with many other sites, CTH Enterprises may monitor or track pages, photos, content, comments, other materials or other activity of any registered user on the Site. This information may be shared with other users, displayed on the Site both publically, privately and stored in our systems for our use and study of user trends. This information includes but is not limited in any way when you visit any area of the site. When you visit, view, upload, comment or in any other way interact with other members, your activity, comments and other actions may be tracked and shared with other users.

You agree not to upload, distribute or otherwise post or publish signature petitions, chain letters, items relating to pyramid schemes, advertising or money solicitations, political campaigning, mass mailings, any form of unsolicited e-mail or "spam," or offering or disseminating fraudulent services or goods, schemes or promotions.

You agree not to use the Site to disseminate cancel bots, time bombs, Trojan horses, viruses, worms, zombies, or any other similar computer programs that may interfere with or damage any other program, data or computer system.

CTH Enterprises reserves the right to monitor and review submissions online and in storage, and to remove or reject any material, which at our sole discretion we believe may be unlawful or objectionable without prior notice to

you, the submitting user, organizer or member, however, the reservation of this right does not create any obligation or duty for CTH Enterprises to review or reject material, nor does it create any liability for the Site. You acknowledge that what may be objectionable or offensive to one user or member may not be offensive to another user or member. All users or members are encouraged and expected to report any potentially offensive content uploaded on the Site. CTH Enterprises will not be held liable should a member or user be offended by anything on the Site, however, we will do our best to be mindful of any complaints and at our sole discretion, may take any action we deem necessary including no action at all.

You agree you will not use the site to impersonate any person or entity or falsely state or misrepresent your relation to a person, business or any other entity, or otherwise incorporate images, content or names that would violate a person's right of privacy or publicity or incorporate a current or former leader, religious personality, criminal or a notorious person, or any other famous person's name or likeness. You will not transfer your CTH Enterprises account to another party without written consent from CTH Enterprises

SITE SERVICES

CTH Enterprises offers multiple services and products and all services and products will be described collectively as (the Service or service). The service may include but is not limited to the following:

- Users may create custom products and may sell and purchase these products.
- Users may create custom online stores and earn a commission from sales.
- Users may order products in bulk and receive wholesale discounts.
- Users may organize a fundraising campaign to raise funds.
- Users may share and promote the Site and Service on acceptable social networks and other acceptable third party websites.
- Users may browse the Site, content and also purchase products from the Site.

SITE AND SERVICE CHANGES

CTH Enterprises reserves the right to change, modify, delete or make any changes to the Site and Service at any time and without any notice. This includes the right to change, suspend, or discontinue any aspect of the Site and Service at any time without any liability to you, the user, or any third party. CTH Enterprises has ultimate decision making authority and complete discretion over the Site and service including but not limited to the appearance,

features, products, prices, features, functionality, commission payments, commission percentages and other terms and conditions on which the site is offered to users.

TERMINATION OF USE

In our sole discretion, with or without notice to you the user, CTH Enterprises can suspend, limit your access to or terminate your use of the Site and Service, suspend, limit your access to or terminate your account, remove any of your content from the Site and servers and prohibit you from using the Site and Service. This USER AGREEMENT will indefinitely survive unless CTH Enterprises chooses to terminate this USER AGREEMENT. CTH Enterprises will have no liability to you the user ever or any third party ever for terminating this USER AGREEMENT.

If CTH Enterprises or you the user terminate your use of the Site or Service, CTH Enterprises may delete any content or other materials relating to your use of the Site or Service.

THIRD PARTY SITES

The Site may at times display promotions and offers from third-party sites at our sole discretion. Your correspondence, business dealings with or participation in any sales, offers and/or promotions of advertisers, advertisements or service providers found on or through the Site, including payment and delivery of related goods or services, and any other terms, policies, conditions, and warranties or representations associated with such dealings, are solely between you and such advertisers, third-party partners, affiliates or service providers.

You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that CTH Enterprises is not responsible or liable for any loss or result of the presence of information about or links to such advertisers or service providers on the Site. You acknowledge and agree that CTH Enterprises is not responsible or liable for the availability, accuracy, copyright compliance, legality, decency or any other aspect of the content, advertising, products, services, or other materials on or available from such third-party sites or resources.

You also acknowledge and agree that your use of these linked third-party sites is subject to different terms of use than this USER AGREEMENT, and may be subject to different privacy practices and/or privacy policies than those set forth in the Privacy Policy governing our Site. It is your responsibility to review and approve the terms of use and privacy policies of all third-party sites linked on our Site.

COMMISSIONS AND PAYMENTS

CTH Enterprises may pay you a commission for sales related to your online store sales. You agree that CTH Enterprises at its sole discretion may change or modify the commission or payment amount paid to you given a 30-day notice of such changes prior to the rate change. Rate changes do not happen often but CTH Enterprises does reserve the right to change commissions, percentages, kickbacks, rewards and payment rates depending on operating costs and any other factor out of the control of the Site.

Payments will be submitted to users on a quarterly basis once a user has earned a payable commission. A payable commission is a commission totaling \$100.00 or greater. Your commission will accrue until it becomes equal to or greater than \$100.00. CTH Enterprises will pay commissions by mailed check or electronic transfers designated by the user in the user's account. CTH Enterprises reserves the right to submit payments at any time and without notice for any reason including no reason at all. If you fail to provide accurate payee information and tax identification information you will not receive your payments and CTH Enterprises will not be held responsible for your negligence in providing us with correct payee information. If you have a commission due for more than 12 months and we are unable to contact you or submit payments to you, you hereby expressly agree that you waive all rights and interest in or to any payments accrued in your user account and that all such accrued payments shall be the sole property of CTH Enterprises without any liability to you or any third party.

ON DEMAND PAYMENT REQUEST

A registered user with a payable commission may request payment for their accrued commission totaling \$100.00 or more by submitting their request through their account or by emailing sales@cthent.com. Once a user has a commission eligible for an on demand payment request the user can submit a payment request by selecting commission request from their account dashboard. There are administrative fees collected from the user's accrued commission and a notification of such fees will be available when submitting a payment request. Payment processing fees and administrative fees associated with your payment requests are defined below.

PAYMENT PROCESSING AND ADMINISTRATIVE FEES

CTH Enterprises will submit payments owed only when such payments total \$100.00 or greater in accrued commissions. Accrued commissions that are less than \$100.00 for 365 days or longer will be used to cover CTH Enterprises administrative costs and the user will not receive a payment. When a payment

is submitted to a user via bank transfer or by mailed check a processing fee will apply. For mailed checks the processing fee is \$5.00 per mailed check and for bank transfer payments our processing fee is \$10.00 per commission payment. On Demand Payment requests are charged a \$25.00 flat fee for every On Demand Payment submitted by you.

SALES TAX INFORMATION

It is your responsibility to determine whether any state or local taxes apply to the payments you receive from CTH Enterprises. It is your responsibility to report your personal tax information to your appropriate tax authority. You hereby agree that CTH Enterprises is not responsible for collecting, reporting or determining whether taxes apply to your sales or commissions. CTH Enterprises may or may not store your account information, payment information or any information relating to your account and you are solely liable for keeping your own account records.

LICENSING YOUR CONTENT TO CTH ENTERPRISES

When you submit, upload or download any content to the Site you are granting CTH Enterprises a non-exclusive, worldwide, royalty-free, transferable right and license in your content for use on the Site and for the service. This includes but is not limited to all existing media, sales platforms and e-commerce sites existing now or if created in the future.

When you submit, upload or download any content to the Site, you are granting to CTH Enterprises the right to produce products with your content, make products available for sale using your content, sell products using your content, market products using your content, and to use your content in any way on the Site and the service without limitation. This right may include without limitation use of your content on third party sites, affiliate channels, API and marketing partners, magazines, television and all other media known or unknown, created now or created in the future.

CTH Enterprises may and without limitation modify, edit or change your content as needed by the Site and the service, including without limitation adjusting colors for various printing methods, various products and changing content placement on any product. The non-exclusive right to use your content on the Site and the service does not include any ownership or intellectual property right of your content. Your content is your content and you remain sole owner of your content and you agree to indemnify CTH Enterprises from any and all third party claims associated with a failure to meet your obligations under this USER AGREEMENT.

MARKETING YOUR CONTENT AND SPAM

CTH Enterprises has no obligation to promote your content but reserves the right to do so. CTH Enterprises will not Spam any entity to promote or market your content and you agree you will not market your content through spam, false, misleading or unsolicited communications.

ACCOUNT TERMINATION PENALTY

If you or CTH Enterprises terminate your account for any reason and you have less than \$100.00 in unpaid commissions accrued, CTH Enterprises will retain this amount to cover our administrative costs and other costs associated with the Site and website maintenance.

CONTENT YOU SUBMIT

If you choose to create an account on the Site, you will be solely and exclusively liable for ensuring your account, your content or any materials that you upload, download or in any way submit to the Site for use on the Site, the service and your account must comply with the terms and conditions of this USER AGREEMENT and all applicable laws, rules and regulations. You must have all necessary consent, rights and approvals to the content you submit and, if requested by the Site you must deliver copies of your rights to use the content you submit. The content that you choose to submit to the Site may be removed by CTH Enterprises at its sole discretion for any reason or no reason, and CTH Enterprises reserves the right to cancel and remove any transaction and content from the Site at any time and for any reason without notice and without any liability to you.

You agree you will not upload or submit content that does not fully comply with this USER AGREEMENT. Unacceptable content will be determined by CTH Enterprises at its sole discretion. For example, but without limitation, you may not submit content that infringes the rights of a third party, another Site user, any copyright, trademarks, patents, trade secret and rights of privacy. You agree you will not upload or submit content that is defamatory in nature, obscene, pornographic or violates any applicable law or regulation, including, without limitation, by exploiting images of minors or children. If you violate any of the terms or conditions of this USER AGREEMENT your account is subject to immediate termination and you the account user, may be liable for any and all consequences and damages resulting from violation of this USER AGREEMENT.

OTHER USER GENERATED CONTENT

If you, the user, contacts us in any way, including but not limited to email, submit a question, make a comment, offer an idea or suggestion, post a message, submit content or participate in any other form of communication on the Site, you grant CTH Enterprises the right to use your content for marketing promotional offers, or for any other use deemed appropriate by CTH Enterprises and that your information or content may or may not be shared publicly and is in no way confidential. You the user, will never bring a claim against CTH Enterprises for using the content you choose to upload to the Site.

GUIDELINES FOR CONTENT AND PROHIBITED CONTENT

CTH Enterprises at its sole discretion will remove any content it deems to be prohibited. CTH Enterprises has users with different opinions about what they consider offensive or otherwise unacceptable. The diversity of our users presupposes a wide range of opinions and beliefs about what may or may not be considered offensive. The list outlined below is not an exhaustive list of offensive material, but is a general guideline for our users to follow and to what content users may not post or upload any of the following content;

- Content signifying hate or racism towards people.
- Violent content, obscene, pornographic or any depictions of morbid violence may be removed.
- Vulgarity, vulgar comments, coarse language and offensive language that harass, threaten, defame or abuse others.
- Nudity or sexually explicit content may be removed unless deemed to be appropriate in some artistic cases or in some forms or expressions of humor.
- Content that exploits children or the likeness of minors may be removed.
- Your Content must not infringe on the rights of anybody or any third party.
- Unofficial content such as professional sports teams, (NFL, NBA, NHL, Olympics, etc.)
- No musical groups, band names, logos, photographs or other similar intellectual property. You must never modify or attempt to confuse the name of a band, musician, musical group or other intellectual property.
- Photos, caricatures or other artwork depicting a celebrity, famous person or other third parties. Depictions of popular Political figures are permissible.
- Copyrighted content, logos, photos, trademarks, names or company logos.

- Pictures of copyrighted or trademarked products, toys, games, apparel and all other intellectual property of any third party are not permitted.

PROHIBITED MARKETING PRACTICES AND SOFTWARE

CTH Enterprises does not allow the use of any marketing practice or software that does not comply with all applicable laws and regulations, markets to minor children under the age of (thirteen) 13, directs CTH Enterprises users to another site that was not first agreed to by the user, surreptitiously gathers a user's personally identifiable information without the user's explicit consent or restricts the user's ability to close any form of advertisements, including all pop up displays. CTH Enterprises does not allow software which sends unsolicited advertisements, emails, information or any other materials to another user's computer, causes a users internet to disconnect, re-installs itself or other software after being uninstalled, bookmarks itself, modifies the users settings, modifies browsers, modifies a user's homepage(s) or modifies a user's security levels.

INTELLECTUAL PROPERTY RIGHTS

CTH Enterprises provides a service for users to submit, purchase and sell content. CTH Enterprises does not permit our users to use the service in any way that infringes on any third party's intellectual property rights. Please contact us at sales@cthent.com if you believe that a user has infringed your intellectual property rights.

IDEMNITY

You, the user, agree to defend, indemnify and hold harmless CTH Enterprises and it's, employees, corporate officers, directors, boards, agents and licensors from any and all losses, including, but not limited to, judgments, liabilities, costs, awards, expenses and reasonable attorney's fees, witness fees and all litigation costs arising out of or based on your use of the Site or connection to the Site, including content you choose to submit, upload, download, post to or in any way display on the Site.

WARRANTY AND DISCLAIMERS

YOU, THE USER, WARRANT AND REPRESENT THAT YOU OWN THE CONTENT THAT YOU CHOOSE TO UPLOAD OR SUBMIT TO THE SITE. ANY CONTENT YOU SUBMIT MUST NEVER INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS, COPYRIGHTS, TRADEMARKS OR ANY OTHER RIGHTS OF ANY OTHER ENTITY. YOU THE USER REPRESENT THAT THERE ARE NO OUTSTANDING DISPUTES IN CONNECTION WITH ANY OF THE

CONTENT THAT YOU CHOOSE TO UPLOAD OR OTHERWISE SUBMIT. YOU WARRANT AND REPRESENT THIS AGREEMENT IS LEGAL, BINDING AND DULY EXECUTED AND CONSTITUTES YOUR LEGAL OBLIGATION WHICH IS ENFORCEABLE AGAINST YOU IN ACCORDANCE WITH ITS TERMS AND CONDITIONS; AND THE DELIVERY AND PERFORMANCE OF THIS AGREEMENT ARE WITHIN YOUR LEGAL CAPACITY AND AUTHORITY; AND REQUIRE NO CONSENT OF NO OTHER ENTITY AND NEITHER VIOLATE THE PROVISION OF LAW, STATE OR GOVERNMENT REGULATION, COURT ORDER, JUDGMENT OR DECREE TO WHICH YOU ARE BOUND BY OR SUBJECT TO, OR SUBJECT TO THE TERMS OF ANY OTHER DOCUMENT, CONTRACT OR INSTRUMENT WHICH YOU ARE BOUND BY OR SUBJECT TO.

CTH ENTERPRISES AND ALL CONTENT, MATERIALS AND INFORMATION CONTAINED ON THE SITE, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE PURSUER AGREEMENTNT TO APPLICABLE LAWS, CTH ENTERPRISES DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATIONS OF RIGHTS.

ALL INFORMATION AND SERVICES PROVIDED THROUGH CTH ENTERPRISES WEBSITES ARE INTENDED TO BE ACCURATE AND RELIABLE. HOWEVER, THE NATURE AND VAGARIES OF ELECTRONIC TRANSMITTALS AND COMPUTER PROCESSES MAY, AT TIMES, CAUSE CERTAIN FEATURES TO BE TEMPORARILY DELAYED OR SUSPENDED AND OTHER ERRORS TO OCCUR. CONSEQUENTLY, CTH ENTERPRISES DOES NOT WARRANT THE TIMELINESS, SEQUENCE, ACCURACY, AVAILABILITY OR COMPLETENESS OF ANY DATA, OR OTHER SERVICES PROVIDED ON OR THROUGH THE SITE AND WE SHALL NOT BE LIABLE FOR THE FAILURE OF TRANSMISSION, DELIVERY OR THE UNAVAILABILITY OF ANY DATA. LIKEWISE, CTH ENTERPRISES DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIABILTY LIMITAIONS

YOUR USE OF THE SITE AND SERVICE IS ENTIRELY AT YOUR SOLE RISK. CTH ENTERPRISES SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF CTH ENTERPRISES OR OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CTH ENTERPRISES IS ONLY RESPONSIBLE TO ACT UPON THE INSTRUCTIONS SENT TO US AND ACTUALLY RECEIVED THROUGH THE SITE. MALFUNCTIONS IN COMMUNICATIONS THAT HINDER THE RESULTS OR PROCESSING OF AN ORDER ARE NOT THE RESPONSIBILITY OF CTH ENTERPRISES IF YOUR ORDER IS NOT PROCESSED BY YOUR CREDIT CARD COMPANY OR IF YOU GIVE INCORRECT INSTRUCTIONS WHEN PLACING AN ORDER CTH ENTERPRISES IS NEVER RESPONSIBLE.

THE SITE AND SERVICE ARE PROVIDED "AS IS" AND ONLY "AS AVAILABLE". CTH ENTERPRISES DOES NOT WARRANT THE ACCURACY, AVAILABILITY, COMPLETENESS, ADEQUACY OR ERRORS ON THE SITE AND SERVICE AND EXPRESSLY DISCLAIMS LIABILTY FOR ANY ERRORS OR OMMISSIONS IN THIS INFORMATION SITE AND SERVICE. THERE IS NO WARRANTY OF ANY KIND WHAT SO EVER!

IN NO EVENT WILL CTH ENTERPRISES BE LIABLE FOR ANY LOSS OR DAMGES, INCLUDING WTHOUT LIMITATION, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOSSES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS SITE AND SERVICE OR USE THEREOF. THIS INCLUDES THE INABILITY TO USE THIS SITE AND SERVICE BY ANY PARTY, ENTITY OR THIRD PARTY IN CONNECTION WITH ANY ERROR, PERFORMANCE FAILURE, INTERRUPTION, DEFECT, OMMISSION, VIRUS, OPERATION DELAY, SYSTEM MALFUNCTION OR SYSTEM FAILURE.

APPLICABLE LAW MAY NOT PERMIT THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

CHOICE OF LAW AND VENUE

This USER AGREEMENT, your access, the use of the Site and service and the relationship between you and CTH Enterprises is governed by the laws of the State of South Carolina, without giving effect to its conflict of law provisions. CTH Enterprises and you both agree to submit to the personal and exclusive jurisdiction and venue of the courts of the State of South Carolina, County of Beaufort. Any disputes arising out of, relating to or connected with this USER AGREEMENT or your use of any part of the site or service will be exclusively resolved under confidential binding arbitration. Not with standing anything to the contrary in this section CTH Enterprises may seek equitable relief, including, without limitation, injunctive relief and specific performance, without the requirement of posting a bond or other security or proving money damages are insufficient, from a court of competent jurisdiction.

Miscellaneous

This USER AGREEMENT is a legal and binding agreement between you and CTH Enterprises and is governed by the laws of the State of South Carolina without reference to conflict of law principles. This USER AGREEMENT is not assignable or transferable by you without the prior written consent of CTH Enterprises. No delay or failure by CTH Enterprises in exercising any of its rights or entitlements under this USER AGREEMENT will operate as a waiver of rights or entitlements, nor will a partial or singular exercise of any right or entitlement preclude CTH Enterprises from further exercise thereof or the exercise of any other such right or entitlement under this USER AGREEMENT. This USER AGREEMENT contains the complete agreement between the parties and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. This includes all policies, terms and conditions and agreements described in this USER AGREEMENT, which are completely incorporated herein by this reference. You the User and CTH Enterprises are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this USER AGREEMENT. The invalidity or unenforceability of any term or condition of this USER AGREEMENT will not affect the validity or enforceability of any other term or condition of this USER AGREEMENT, all of which will remain in full force and effect.