

## Acceptance of Terms and Conditions

These Terms and Conditions (the "**Terms**") are a legally binding contract entered into by and between you and Freedom Distribution LLC dba Passport Marketing ("**Company**", "**we**" or "**us**"). The Terms govern your access to and use of our websites (including [www.freedom-distribution.com](http://www.freedom-distribution.com), the "**Site**"), and all content, functionality, goods and services offered through the Site.

The term "**you**" means any person that accesses or uses this Site, whether as a guest or a registered user. If you are accessing or using the Site or any of its features on behalf of a company or other legal entity, then "**you**" also means that company or legal entity, and the company or legal entity agrees to be bound by these Terms.

## Changes to the Terms and Conditions

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them as indicated by the "Last Modified" date above, and apply to all access to and use of the Site thereafter. Your continued access or use of the Site after we post revised Terms means that you accept and agree to the changes. You should check these Terms each time you access this Site so you are aware of any changes.

## Accessing the Website and Account Security

Provided you strictly comply with these Terms, we grant you a personal, non-exclusive, non-transferable, revocable, and limited privilege to access and use the Site only for purposes of viewing the Site and its publicly available contents, submitting inquiries and questions, ordering goods and services, and viewing offers and opportunities we make available. This is the scope of authorized use of this Site and you agree not to access or use the Site for any purpose or in any manner that is not consistent with these Terms.

You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

If you have a user name, password or any other piece of information as part of our security procedures, you must treat that information as confidential, and you must not disclose it to any other person. You must protect the security and confidentiality of the password and identification assigned to you, and immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security of which you are aware.

We may assume without investigation that any person using your password and account identification has the authority to do so. We have the right to disable any user name, password or other identifier, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

When you use the Site, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site or through our other services. You agree that all agreements, notices, disclosures and other communication that we provide to you electronically satisfy any legal requirements that such communications be in writing.

The Site is not targeted towards or intended for use by anyone under the age of 18. By using the Site, you represent that you are 18 years of age or older.

## **Intellectual Property Rights**

The Site and its entire contents, features and functionality (including all information, computer code, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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These Terms permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Site, except as follows:

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- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features, you may take actions enabled by such features.
  
- You are not permitted to use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, or delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Site.

If you access or use the Site in breach of these Terms, your privilege to use the Site will cease immediately and automatically, and you must, at our option, return or destroy any copies of the materials you have made.

No right, title or interest in or to the Site or its content is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

## **Prohibited Uses**

You may use this Site only in accordance with these Terms. Your authorized use excludes any act to:

- probe, scan or test the vulnerability of the Site or any network connected to the Site
- commit, facilitate or encourage a criminal act or any other violation of law
- download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, adapt, publicly display, sell, rent, license, or in any way commercially exploit any portion of the Site
- redistribute, retransmit, publish, or transfer any portion of the Site (including as part of a services bureau, time-sharing or other similar arrangement)
- upload, download, copy or redistribute the any portion of this Site in its entirety or lengthy sequence (including creating an archive of such content)
- “mirror” any material contained on this Site on any other server
- remove any copyright, trademark or other proprietary rights notice contained in or on the Site
- use any scraper, robot, spider, or other automated mechanism to access the Site or to extract data or download content
- reformat or frame any portion of any web pages that are part of the Site
- create user accounts by automated means or under false or fraudulent pretenses
- create or transmit to other users unsolicited electronic communications, such as “spam,” or otherwise interfere with other users’ enjoyment of the Site
- transmit or upload to the Site any item containing or embodying any virus, Trojan horse, worm, logic bomb, or any other material or feature that is malicious, that corrupts data, or damages or degrades the performance of the Site or its use by any user
- use the Site to violate the security of or gain unauthorized access to any computer, network or other device or system (including unauthorized attempts to discover passwords or security encryption codes)
- infringe on, misappropriate or violate any person’s intellectual property, privacy or other rights
- “flame” any person (e.g., send repeated messages related to another user and/or make derogatory or offensive comments about another individual), or repeat prior postings of the same message under multiple threads or subjects
- take any action that may impose, in our judgment, an unreasonable or disproportionately large data or traffic load on the Site or the infrastructure used to operate and make the Site available
- send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards [See “User Contributions” section of this document]
- transmit, or procure the sending of, any advertising or promotional material (including any “junk mail”, “chain letter,” “spam” or any other similar solicitation)
- impersonate or attempt to impersonate the Company or any other person (including by using e-mail addresses or other identifying features associated with any of the foregoing)
- use any device, software or routine that interferes with the proper working of the Site
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored or hosted, or any device or database connected to the Site
- exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information (including personal identification or information) other than your own information
- attack the Site via a denial-of-service attack or a distributed denial-of-service attack
- otherwise attempt to interfere with the proper working of the Site

## User Contributions

This Site may contain interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site. Any User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any User Contributions for any purpose. You represent and warrant that you own or control all rights in and to the User Contributions you submit or post, and you have the unrestricted right to grant the license granted in this paragraph.

All User Contributions must comply with these Terms and applicable law. In particular, your User Contributions must not:

- contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- infringe or violate any patent, trademark, trade secret, copyright or other intellectual property rights, any rights of privacy or publicity, or any other rights, of any person
- contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our [Privacy Policy](#)
- be likely to deceive any person
- promote or assist any unlawful act
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person
- impersonate any person, or misrepresent your identity or affiliation with any person or organization
- involve commercial activities or sales (including as contests, sweepstakes and other sales promotions, barter or advertising)
- give the impression that they emanate from or are endorsed by us or any other person if this is not accurate

You understand and agree that you are responsible for any User Contributions you post; and you, not the Company, have full responsibility for such User Contributions, including its legality, reliability, accuracy and appropriateness. We are not responsible or liable to any person for the content or accuracy of any User Contributions posted by you or any other user of the Site.

## Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, infringes

any intellectual property, privacy or other rights of any person, threatens the safety of users of the Site or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights.
- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Site, and to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.
- Terminate or suspend your access to all or part of the Site for any reason, including any violation of these Terms.

However, we do not undertake to review material before it is posted on the Site or to ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Reliance on Information Posted**

We make the information presented on or through this Site available solely for general information purposes. We have no obligation to make sure that information on this Site is complete or current, and we undertake no obligation to update such information.

We do not warrant the accuracy, completeness or usefulness of information on or available through this Site. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Online Purchases and Other Terms and Conditions**

All purchases through our Site or other transactions for the sale of goods or services through the Site or as a result of visits made by you are governed by our [Terms of Sale](#).

### **Links from the Site**

This Site may contain links to other sites and resources provided by third parties. This includes links contained in advertisements, including banner advertisements and sponsored links. These links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or

damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use and policies for such websites.

### **Geographic Restrictions**

The owner of the Site is based in the state of Florida in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate 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 the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties; Limitation of Liability**

You understand and agree that we do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THIS SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company and its Related Persons from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your actual or alleged violation of these Terms or your use of the Site, including your User Contributions, any use of the Site's content, services and products or your use of any information obtained from the Site.

### **Governing Law**

All matters relating to this Site and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule of Florida or any other jurisdiction.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE SITE MUST BE COMMENCED WITHIN ONE (1)



YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Digital Millennium Copyright Act Notice**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent designated below. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in

### **General Provisions**



These Terms and Conditions (which include the items incorporated by reference) contain all of the representations, warranties, terms and agreements (whether written or oral) governing the subject matter covered by them, and supersede all prior understandings, statements, or agreements about that subject (none of which are binding or may be relied on). These Terms and Conditions prevail over any terms or conditions in any of your documentation including your purchase order, general terms and conditions or any other document you issue in connection with any purchase of merchandise, regardless whether or when submitted. Our fulfillment of your order does not constitute our acceptance of your terms and conditions (all of which are hereby rejected) and does not modify or amend these Terms and Conditions. We have not authorized any person to make any representations, statements or promises in addition to or in any way different than those in these Terms and Conditions concerning the subjects covered in them.

If any provision of these Terms is held to be illegal, invalid or unenforceable to any extent in any context, that provision shall be modified or restricted however necessary to render it valid, legal, and enforceable in that context. Modification or restriction may be accomplished by mutual agreement between you and us; or, alternatively, by disposition of a court or arbitrator. If the provision cannot be modified or restricted, then that provision will be fully severed, these Terms and Conditions will be construed and enforced as if the illegal, invalid or unenforceable provision was never a part of them, and the remaining provisions of the Terms and Conditions will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from the Terms and Conditions.

Any waiver of our rights must be in writing and manually signed by us, and no waiver affects any matter not expressly identified by such written waiver. Our failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms will not operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

A printed version of these Terms and of any notices given to you in electronic form shall be admissible in legal proceedings based to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

None of the rights or remedies conferred by these Terms and Conditions are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time to time.

Access to or use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

In these Terms: the word “person” means natural persons and all forms of legal entities; the word “including” (or its variants) will be deemed to be followed by “without limitation;” and the word “law” means and includes all statutes, regulations, ordinances, orders, rulings, or other federal, state, local or international legal requirement. These Terms will be construed in accordance with their plain meaning and not against the Company as the drafting party.

### **Your Comments and Concerns**

You may direct all other feedback, comments, requests for technical support and other communications relating to the Site to:

Freedom Distribution LLC

4225 Ward Cove Dr

Niceville, FL 32578

Attention: [ \_\_\_\_\_ ]

Phone: 1-850-897-1058

Email: [info@freedom-distribution.com](mailto:info@freedom-distribution.com)