



# *Cascade Trader Terms & Conditions*

## **Cascade Trader Terms and Conditions**

Welcome to Cascade Trader (“us”, “our” or “we”) website, [www.cascadetrader.net](http://www.cascadetrader.net) (the "Website"). To promote a safe, non-offensive environment for all visitors to our Website, we have established these "Terms and Conditions". The terms and conditions that apply to your access to and/or your use of this Website (and the information, products and services available through this Website), and our use of any communications or User Content (defined below) that you submit to us or post on this Website, are set forth in these Terms and Conditions. By accessing or using any areas of our Website, you accept and agree to all of the terms and conditions herein and you agree to be bound by these Terms and Conditions, which form a legally binding agreement. If you do not agree to all of the Terms of Conditions, please do not use this Website.

## **Privacy**

The information that we collect and the ways in which we use such information is set forth in our Privacy Policy. Our Privacy Policy may be reviewed by visiting our Privacy page located at the footer of our website.

## **General Changes to Terms and Conditions**

All rights not expressly granted to you by us in these Terms and Conditions are reserved to us, and you acknowledge that you do not acquire any ownership rights by accessing or downloading any material, whether or not copyrighted, from this Website as authorized hereunder. We reserve the right to refuse service,

terminate accounts, and/or cancel orders at our discretion, including, but not limited to, if we believe that your conduct violates applicable law or is harmful to our interests or businesses, or to our customers, affiliates, licensors or licensees.

We reserve the right to change these Terms and Conditions, and our separate Privacy Policy, from time to time as we deem appropriate by posting such changes on this Website or Privacy Policy, as applicable. Any changes, modifications, additions or deletions shall be effective immediately upon posting unless otherwise indicated. We will not separately notify you that changes have been made, regardless of the scope and importance of the changes, and we encourage you to periodically check back and review these Terms and Conditions so that you always will know what terms and conditions apply to your access to and use of this Website, or our use of any User Content that you have posted on this Website or submitted to us. Your continued use of this Website and/or your submission of any User Content to us after such changes are posted will be deemed to constitute your agreement to and acceptance of such changes. This Website may change, and we may restrict access to, suspend or discontinue this Website, or any portion of this Website, at any time.

### **Ownership; License; Limitations**

This Website and all content displayed on this Website and all software, data and information used to provide this Website, including text and images, method of display and presentation, source code, embedded routines and programs and other materials, as well as all copyrights, trademarks, patents and other intellectual property rights therein or thereto, are owned by us or our affiliates, licensors or licensees, and are protected under worldwide patent, copyright, trademark and other applicable laws and treaties, including, without limitation, applicable trade secret laws. We grant you the limited and nonexclusive right and license to access or download a single copy of the content from this Website solely for

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In addition to and not in limitation of any of the foregoing limitations and restrictions, you are expressly prohibited from using automated means (including but not limited to spiders, robots, crawlers, scrapers, deep links, data mining, data gathering or extraction tools and the like), or any other automated methodology, algorithm or device or any manual process, to for any purpose monitor, copy, download or otherwise access data or content from this Website. A limited exception to the foregoing limitations and restrictions is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to this Website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our applicable policies and procedures in effect from time to time.

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### **Use at Your Own Risk**

We provide the content, information and other materials available through our Website for informational purposes only. You may use the content, information, consumer reviews, data and materials from, and the products and services available through, this Website solely for your personal and non-commercial use. Before you act on any information you have found on our Website, you should independently confirm any facts that are important to your decision. IF YOU RELY ON ANY CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS, OR SERVICES AVAILABLE THROUGH OUR WEBSITE, YOU EXPRESSLY AGREE THAT YOU DO SO SOLELY AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS YOU MAY INCUR THAT RESULTS FROM YOUR USE OF ANY CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES.

### **Your Account**

To protect the account information of our Website members, where applicable, we may assign to you either a unique user name or password or a unique ad ID number. These unique identifiers are disclosed to the user via email immediately upon becoming a member of this Website. Only members have the ability to modify their personal information and delete their ads as needed.

If you become a member of this Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to and accept sole responsibility for any and all activities that occur under your account or password. You agree to notify us immediately of

any unauthorized use of your account or password, or any other breach of security, of which you become aware. However, you may be held liable for losses incurred by us or any other user of, or visitor to, this Website due to someone else using your account or password. Please see our Privacy Policy for further information regarding your account or password.

In order to purchase products or services from this Website, you must be at least eighteen (18) years of age and use a credit card. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in the exercise of our sole discretion.

### **Links**

This Website may provide links or references to third party sites that we do not operate and/or that will allow you to leave this Website or open an additional browser connecting you to the third party site. Any such links to third party sites are provided merely as a convenience to the users of this Website, and such links do not imply our endorsement of such other third party sites or the content contained therein. We disclaim all liability with regard to your access to such linked websites and your use of and access to any other websites linked to this Website is at your own risk. Further, we have no responsibility for the content of such third party sites and shall not be liable for any damages or injury arising from that content or your use, reliance on or access to such third party sites. For information about such other third party websites, we encourage you to consult the specific terms of use and privacy policies of such other websites.

### **Data Security**

We have in place what we believe to be reasonable physical, electronic and managerial procedures to safeguard and help prevent unauthorized access of, maintain data security for and correctly use the information we collect online. However, while such

reasonable efforts are intended to ensure the confidentiality of your private and personal information available as a result of your use of this Website, we cannot and do not warrant or guarantee the absolute safety and security of confidential data on the Internet.

## **User Content**

You may have the opportunity to post or otherwise submit content and information, including but not limited to consumer reviews, opinions, data, materials or other postings or communications (collectively, "User Content"), to us via this Website, whether by posting to a public area of this Website (e.g., blogs or message boards) or by other submission to us through email, SMS/text messages or other means of electronic communication. By submitting any such User Content to us or posting any such User Content in any public area of this Website, you: (i) grant us and our affiliates and licensees the royalty free, perpetual, irrevocable, non exclusive right and license to use, reproduce, modify, adapt, aggregate, translate, prepare derivative works from, publicly display, publicly perform and distribute such User Content (in whole or in part) alone or as incorporated into other works in any form, media or technology now known or hereafter developed, on a worldwide basis; (ii) grant us and our affiliates and licensees the right to use the name that you use in connection with such submission or post, if and to the extent any or all of them so choose; and (iii) represent and warrant that you own or otherwise control all of the rights to the User Content that you submit or post, the User Content is accurate and the use of the User Content you supply or post does not violate these Terms and Conditions and will not cause injury or damage to any person or entity. You also permit any other user of this Website to access, view, store or reproduce your User Content for that user's personal use, which such use may include disclosure to third parties. By posting or submitting such User Content, you hereby waive any claim that we misappropriated any such User Content or any portions thereof.

## **Notification of Claims of Infringement**

We respect the rights of all copyright holders and in this regard has adopted and implemented a policy that provides for the removal of content from this Website under certain circumstances. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information required by the Digital Millennium Copyright Act, 17 U.S.C. 512:

- \* 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 information reasonably sufficient to permit us to locate the material;
- \* Information reasonably sufficient to permit us to contact the complaining party (e.g., address, telephone number and email address);
- \* A statement that the complaining party has a good faith belief that use of the material is unauthorized; 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.

For copyright inquiries, including notification of claims of infringement, please contact our Copyright Agent at:  
[jim@cascadetrader.net](mailto:jim@cascadetrader.net).

## **Disclosure of Your Information; Violation of These Terms and Conditions**

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of

this Website, or to identify, contact or bring legal action against you or anyone else who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of this Website, including our customers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. You acknowledge and agree that we may preserve and store any communication by you with us through this Website or any service offered on or through this Website and may also disclose such data if required to do so by law or if we determine that such disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms and Conditions, (iii) respond to claims that any such data violates the rights of others, or (iv) protect our rights, property or personal safety and/or our affiliates, employees, users of or visitors to this Website or the public.

Without limiting any other portion of these Terms and Conditions, you agree that we may, in our sole discretion and without prior notice, terminate your access to our Website and/or block your future access to our Website if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of our Website, including, but not limited to, our Privacy Policy. These remedies are in addition to any other remedies we may have at law or in equity.

### **Disclaimer of Warranties**

YOU AGREE THAT OUR WEBSITE AND ALL CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES AVAILABLE THROUGH OUR WEBSITE ARE PROVIDED BY US ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT



WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THAT YOUR USE OF OUR WEBSITE AND ALL CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES AVAILABLE THROUGH OUR WEBSITE IS ENTIRELY AT YOUR OWN RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, AND OUR AFFILIATES, LICENSORS AND LICENSEES, SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO THIS WEBSITE AND/OR YOUR USE THEREOF.

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PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the foregoing, you agree that our entire aggregate liability, if any, arising out of any kind of legal claim (whether in contract, tort or under any other legal theory) arising out of your access to or use of, or inability to use, our Website or any content, information or other materials, products or services within or otherwise available through our Website, or our use of any materials that you provide to us, will not exceed one hundred dollars (\$100). Because some states/jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages, some of these limitations may not apply to you.

### **Indemnity**

You hereby agree to indemnify, defend and hold harmless us, and our affiliates, licensors and licensees, from and against any and all claims, costs, demands, losses, damages and expenses, including, without limitation, attorneys' fees, arising from or relating to: (i) your breach of these Terms and Conditions or any matter for which you are responsible or liable under the terms of these Terms and Conditions, (ii) third party claims with respect to our use of any materials that you provide to us, including, but not limited to, infringement of copyright, proprietary rights, or any other claims, or (iii) any dispute between you and any third party.

### **Miscellaneous**

Your use of our Website for spamming is strictly prohibited. By using our Website, you agree not to use information concerning other users of our Website, or any items such users have listed or searched for on our Website (including listing information, user names, email addresses, telephone numbers, and/or other information), for any purpose that is not expressly permitted by these Terms and Conditions. You may not post information directed to or collect personal information from any minor.

These Terms and Conditions are governed by the laws of WA, US. You hereby consent to the exclusive jurisdiction and venue of state and federal courts located in WA, US, for all disputes arising out of or relating to these Terms and Conditions, our Privacy Policy, the use of our Website, or the content, information or other materials, products or services within or otherwise available through our Website, or our use of any materials that you have posted on our Website or submitted to us. Use of our Website or the content, information or other materials, products or services within or otherwise available through our Website is not authorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of our Website or the content, information or other materials, products or services within or otherwise available through our Website.

You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You shall use our Website and the content, information or other materials, products and services within or otherwise available through our Website for lawful purposes only. Any conduct by you that in our judgment and discretion restricts or inhibits any other person from using or enjoying our Website or the content, information or other materials, products or services within or otherwise available through our Website will not be permitted. You agree that any and all causes of action arising out of or relating to our Website or the content, information or other materials, products or services within or otherwise available through our Website shall be resolved individually, without resort to any form of class action.

If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, all other terms and conditions shall remain in full force and effect.

Our failure to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision of these Terms and Conditions.

These Terms and Conditions, together with our Privacy Policy, constitute the entire agreement between the parties regarding the subject matter hereof.

### **Questions**

If you have any questions, please contact us at [jim@cascadetrader.net](mailto:jim@cascadetrader.net).

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