

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. "Website" refers to the Ashley Parr, LLC dba Maurice Ashley Trains Champions website (www.mauriceashleychampions.com). All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

1. Your submissions

Under these Terms, you may NOT place any of the following material or obtain any such material using the Website:

- Any threatening, obscene, pornographic or profane material or any other material that could give rise to any civil or criminal liability under applicable law;
- Any material that could infringe rights of privacy, publicity or copyrights without the permission of the owner of these rights and the persons (or their parents or legal guardians, where applicable) who are shown in the material;
- Any material sent from an anonymous or false address.

While We are not responsible for the content of the submissions, We reserve the right to delete, move or edit submissions that it, in our sole discretion, deems abusive, defamatory, obscene or in violation of copyright or trademark laws or otherwise unacceptable. We may request confirmation of the copyright or trademark ownership from the submitter. We reserve the right to suspend the shipping of an order or the posting of any pictures before such confirmation is received. If We do not receive any such confirmation or if there are continued claims of copyright or trademark infringement, We reserve the right to share certain account information with governmental organizations or other third parties. If you dispute any copyright or trademark infringement claims, we will share with you the contact information of any party claiming any such infringement. In the event of any such dispute, We reserve the right to suspend the display, viewing or sharing of any submissions until the issue has been resolved. You acknowledge that any submission may be removed, published, copied, modified, transmitted and displayed by Us for the purposes of delivering the offered services. In addition, you warrant that all moral rights in any uploaded materials have been waived.

Your physical or electronic sharing of your images constitutes permission for reprinting by the recipient.

We will not be liable for the content of any submission.

Copyright notice

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Ashley Parr, LLC
Customer Service
ATTN: Copyright Protection
PO Box 6022
Ashland, VA 23005
Email: info@mauriceashleychampions.com

2. Age requirements

You must be at least 18 years of age to use our Website. If you, your parent or guardian, have any concerns please feel free to contact us. If you are under the age of 18, you may only use this Website with your parent or guardian's supervision.

3. About your account

Access to your account

Your account with Us is available for your personal, non-commercial use. Linking directly to images on our servers from external sites is expressly prohibited.

We need to be able to access your account for the following reasons:

- We can remind you of your password in case you forget it; if this becomes necessary, we send an email upon your request to the address from which you opened your account;
- To maintain our Website for your use and develop new and useful features and services;
- To follow a court order, subpoena, complaint or a lawful request from governmental authorities.
- We reserve the right to close accounts set up for fraudulent purposes.

There is no fee to open a MATCH (Maurice Ashley Trains Champions/ Ashley Parr, LLC) account.

4. Canceling the service; discontinuing inactive accounts

We reserve the right to discontinue the Website or to discontinue accounts that have been inactive for more than 180 days. We may do so at our discretion after sending an email warning to the address you used when you set up your account. If you do not respond to the email within 10 days, your account and the images contained in it may be removed.

5. Copyrighted material and software

All of the information, content, software and materials we offer are protected by copyright and other pertaining laws. You may not copy or distribute such material without the copyright owner's prior written consent. You may use these materials for personal, non-

commercial use only, so long as you do not modify the materials or remove any copyright or other proprietary rights notices contained in the materials.

6. Privacy policy

When you create an account with Us, you need to provide some personal information, such as your name, email address, and mailing address. We protect and use this information as set forth in our Privacy Policy.

7. U.S. Government Restricted Rights

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8. Indemnification

You agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Website from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Website using your account.

9. Claims

Any action hereunder must be brought, if at all, within one (1) year from the accrual of the cause of action. The parties agree that any claims hereunder shall be subject to the state and federal laws of the state of Virginia, and hereby consent to jurisdiction and venue in the courts of the Eastern District of Virginia located in Richmond, Virginia.

10. Export

You are responsible for compliance with all local laws, and you are required to comply with U.S. export laws and regulations when you use or export any software or materials provided through the Website.

11. Disclaimer of warranties

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SERVICES, PURCHASED, ACCESSED OR OBTAINED THROUGH OUR SITE OR ADVERTISED THROUGH OUR SITE.

12. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THAT RESULT FROM THE USE OR THE INABILITY TO USE OUR SITE OR SERVICES, FROM ANY CHANGES TO THIS SITE OR ITS SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Customer Policy for Idea Submission

Customers often are interested in submitting ideas for products and services to be used at our website, either independent of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving our service; however, please note our policy on external idea submission:

- Unsolicited ideas submitted to Us or any of our employees automatically become Our property.
- By submitting unsolicited ideas to Us you automatically forfeit your right to the intellectual property of these ideas.

If you intend to own the intellectual property rights of your ideas in any way (patent, trade secrets, copyright, trademark, etc.) please do not submit your concepts or prototype samples to Us.

14. Miscellaneous

We may assign our rights and responsibilities hereunder without notice to you.

All items purchased through Us are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to our carrier.

We reserve the right to ship partial orders (at no additional cost to you). The portion of the order that is partially shipped may be charged to your credit card at the time of shipment.

If any part of this Agreement is held to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision most closely matching the intent of the original provision and the remainder of the Terms will continue in effect.

These Terms constitute the entire agreement between you and us with respect to this Website, and supersede all other communications, written or oral, with regard to the Website.