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Access to and use of our Sites and the information, materials, products and services available through our Sites are subject to all applicable laws and regulations and to these Terms and Conditions. By accessing, browsing, and shopping at our Sites, you accept, without limitation or qualification, these Terms and Conditions, which form a legally binding agreement. If you do not agree, please exit our Sites.

Changes to these Terms and Conditions

These Terms and Conditions may be changed by us from time to time without specific notice to you. The latest Terms and Conditions will be posted on the Sites, and you should always review them prior to using any of the Sites to ensure that you have a current understanding of the Terms and Conditions under which you are permitted to access our Sites. Your continued use of our Sites after we have posted the revised Terms and Conditions constitutes your agreement to be bound by the revised Terms and Conditions.

Your Consent to Our Privacy Policy

By agreeing to these Terms and Conditions, you agree to the terms of our Privacy Policy, which is expressly incorporated herein. Before using any of our Sites, please carefully review our Privacy Policy. All personal data provided to us as a result of your use of our Sites will be handled in accordance with our Privacy Policy.

Your Consent to Our Terms of Sale

Any purchases you make after viewing our Sites will be governed by our Terms of Sale, which are expressly incorporated herein. Our Terms of Sale contain policies related to various aspects of your purchase of merchandise with the use of our Sites, such as shipping and other matters. *RFC Portables reserves the right to refuse or cancel any customer orders it deems necessary.*

Your Consent to Other RFC Portables Agreements

We may also require you to follow additional rules, guidelines or other conditions to sign up to use various special features or password-protected areas of our Sites, to participate in certain promotions or activities available through our Sites, or for other reasons. In such cases, you may be asked to expressly consent to these additional terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of a click-through agreement are different than the terms of these Terms and Conditions, the terms of the click-through agreement will supplement or amend these Terms and Conditions, but only with respect to the matters governed by the "click-through agreement."

Third Parties' Terms and Conditions

Other terms and conditions may govern your use of features available on our Sites that are "powered by" third parties. For example, some of our Sites permit visitors to take surveys, rate and post reviews of products, and/or personalize gift cards. These functionalities are "powered by" third parties. This means that if you use these functionalities, you will be transferred directly to a custom Web site operated by a

third party. These Web sites are governed by the third party's terms of use and privacy policy. You should review the terms of use and privacy policies of third-party service providers before using their sites.

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Certain sections of our Sites allow you to submit or upload reviews, photographs, or other content for viewing by the general public (collectively "User Generated Content"). For example, some of our Sites feature "Review Us" or "My Building" boards, which are designed to showcase your personal experiences and or your purchased building by allowing you to upload photographs and text describing the photographs.

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Because we do not control the User Generated Content posted on our Sites, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User Generated Content. You also agree and understand that by accessing our Sites, you may encounter User Generated Content that you may consider to be objectionable. We have no responsibility for any User Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you claim was incurred as a result of the use of any User Generated Content posted, e-mailed, transmitted or otherwise made available on our Sites, whether by us, individual users of the Sites, or our third party contractors or licensors.

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We may disclose and/or remove User Generated Content. We reserve the right at all times to disclose any User Generated Content or information as is necessary to satisfy any law, regulation or governmental request. We also reserve the right, but do not assume the obligation, to remove any User Generated Content, in whole or in part, without notice and for any reason, including, without limitation, User Generated Content that is objectionable or in breach of these Terms and Conditions, in our sole discretion. In addition, we reserve the right, but do not assume the obligation, to terminate your access to and use of any of our Sites, or to censor, edit or block your transmissions thereto, in our sole discretion. You agree that the exercise of us of such discretion shall not convert or transform User Generated Content to Content owned or provided by us, and the user who made such User Generated Content available on the Sites will retain ownership thereof as described above.

Restrictions on User Generated Content.

It is a condition of these Terms and Conditions that you do not:

- post or transmit any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, misleading, racially disparaging, or indecent User Generated Content of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law;
- post or transmit any User Generated Content which violates or infringes upon the rights of others, including User Generated Content which violates the copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- post or transmit any User Generated Content that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is fewer than eighteen years old but you are his/her parent or legal guardian;
- post or transmit any User Generated Content soliciting any personal or private information from any individual;

- post or transmit any User Generated Content which contains a virus or other harmful component; or
- post or transmit any User Generated Content which contains advertising, promotions or marketing, or which otherwise has a commercial purpose.

By posting User Generated Content, you represent and warrant that (i) you own or otherwise control all of the rights to the User Generated Content you post and have the right to grant the license set forth in these Terms and Conditions; (ii) the User Generated Content you post is accurate, and (iii) you are at least eighteen years old and you have read and understood—and your User Generated Content fully complies with—these Terms and Conditions and applicable laws and will not cause injury to any person or entity.

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IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

OUR LIABILITY IN CONNECTION WITH A CUSTOMER'S PURCHASE IS EXPRESSLY LIMITED TO OUR RETURN POLICY SET FORTH IN OUR TERMS OF SALE, AND ALL CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARE HEREBY EXCLUDED.

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Your account, including your username and password, are personal to you and may not be used by anyone else. You are responsible for maintaining the confidentiality of your password and username and are fully responsible for all activities that occur under your password or username by you or by anyone else using your username and password, whether or not authorized by you. You agree to immediately inform us of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password at the following e-mail address, and until we are so notified you will remain liable for any unauthorized use of your account: For RFCPortables.com, at info@rfcportables.com

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You agree to indemnify, release and hold us harmless as well as our officers, directors, agents, representatives and employees from any claim, liability, loss, expense or demand, including legal fees, related to your violation of these Terms and Conditions or your access or use of our Sites (including any information, materials, products or services available through our Sites).

Colors

We have done our best to display as accurately as possible the colors of the products shown on the Sites. However, because the colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

Correction of Errors and Inaccuracies

The information on our Sites may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have placed your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We apologize for any inconvenience this may cause you.

Removal of Content

In general, if you believe Content on our Sites violates your rights and want us to remove it, please send a written request explaining why you would like to have the Content removed to us by e-mail at info@rfcportables.com While we do not have any obligation to remove Content merely because of a removal request, we will review all such requests and will remove Content that we determine should be removed, in our sole discretion and in accordance with our Terms and Conditions, Privacy Policy, and applicable law.

Violation of Copyrights. If you are requesting removal of Content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on any of our Sites or has been otherwise copied or made available on our Sites in a manner that constitutes copyright infringement, please send us a notice of the alleged infringement including all of the following information:

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- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on this Site (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your name, address, telephone number, and e-mail address, and, if you are not the owner of the copyright, the name of the owner;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Minors

Our Sites are not intended for children or minors under the age of thirteen years without the permission of a parent or guardian. In addition, you must be 18 to purchase shotgun ammo, or 21 for rifle and pistol ammunition.

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We reserve the right at any time and from time-to-time to modify, edit, delete, suspend or discontinue, temporarily or permanently our Sites (or any portion thereof) and/or the information, materials, products and/or services available through our Sites (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of our Sites.

Entire Understanding

These Terms and Conditions (together with our Privacy Policy, Terms of Sale and any click-through agreements on our Sites) contain the entire understanding between you and us with respect to use of our Sites and no representation, statement, or inducement oral or written, not contained herein shall bind any party to this agreement.

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Our failure to enforce any provision of these Terms and Conditions will not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right under these Terms and Conditions on any occasion will not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of these Terms and Conditions is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms and Conditions, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision. These Terms and Conditions will apply in lieu of and notwithstanding any specific legend or statement associated with any particular document or information exchanged.

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These Terms and Conditions shall be subject to, governed by and construed under the laws of the State of Minnesota in the United States of America, without regard to conflict of law principles, except to the extent that transactions conducted through our Sites are governed by the EU Directive on the Protection of Consumers in Respect of Distance Contracts (the "Directive"), in which case the provisions of the Directive shall be deemed controlling.

You hereby consent and waive all objection to the exclusive jurisdiction of the federal and state courts located in Minneapolis, Minnesota, and venue therein to resolve any controversy or claim of whatever nature arising out of or relating to use of our Sites. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of this agreement is taking place or originating.

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Contacting Us

If you have any questions or concerns regarding these Terms and Conditions, please contact us by telephone, email or postal mail:

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