

TERMS OF USE

General Explanation:

Welcome to www.denvertent.com ("Web Site"). These Terms of Use ("Terms") apply to the Web Site. By accessing or otherwise using the Web Site, you agree to the Terms.

"Denver Tent," "us" or "we" means Kael Corporation, a Colorado corporation d/b/a Denver Tent Company.

If you choose to visit the Web Site, your visit and any related dispute is subject to these Terms. We may modify these Terms at any time by simply updating this posting and without notice to you.

Copyright:

All content included on this Web Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Denver Tent or its content suppliers and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Denver Tent and protected by U.S. and international copyright laws. All software used on this site is the property of Denver Tent or its software suppliers and protected by United States and international copyright laws.

License and Site Access:

Denver Tent grants you a limited license to access and make personal use of the Web Site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Denver Tent. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The Web Site or any portion of the Web Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Denver Tent. You may not frame or utilize framing techniques to enclose any logo or other proprietary information (including images, text, page layout, or form) of Denver Tent without express written consent. You may not use any meta tags or any other "hidden text" utilizing Denver Tent's name or likeness without the express written consent of Denver Tent. Any unauthorized use terminates the permission or license granted by Denver Tent. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of www.denvertent.com so long as the link does not portray Denver Tent, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Denver Tent logo or other proprietary graphic or trademark as part of the link without express written permission.

Disclaimer of Warranties and Limitation of Liability:

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING RESEARCH STUDIES) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY DENVER TENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. DENVER TENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEB SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING RESEARCH STUDIES) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEB SITE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, DENVER TENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DENVER TENT DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING RESEARCH STUDIES) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEB SITE; OUR SERVERS; OR ELECTRONIC COMMUNICATIONS SENT FROM DENVER TENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DENVER TENT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEB SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING RESEARCH STUDIES) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEB SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Applicable Law:

By visiting www.denvertent.com, you agree that the laws of the state of Colorado, without regard to principles of conflict of laws, will govern these Terms, and any dispute of any sort that might arise between you and Denver Tent.

Disputes:

Any dispute relating in any way to your visit to www.denvertent.com or to products or services sold or distributed by Denver Tent or through www.denvertent.com shall be

adjudicated in any state or federal court in the City and County of Denver, Colorado, and you consent to exclusive jurisdiction and venue in such courts.

Site Policies, Modification, and Severability:

We reserve the right to make changes to the Web Site, including but not limited to these Terms, at any time. If any of these notices or conditions shall be deemed invalid, void, or for any reason unenforceable, that notice or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining notices or conditions.