

Flexagon, LLC  
Privacy Policy

Updated: February 19, 2015

Welcome to the website of Flexagon, LLC ("Flexagon"). The following privacy policy (the "Privacy Policy" or "Policy") states Flexagon's policy relative to the information, including personal data and other information, collected from users of [www.flexagon.com](http://www.flexagon.com) (the "Website") by the Website and any functionality and services offered on or through the Website.

Your Consent

Flexagon reserves the right to update or modify this Privacy Policy at any time and from time to time without prior notice by posting the updated Privacy Policy on this page. By using the Website, you consent to this Privacy Policy. Your continued use of the Website indicates acceptance of those modified terms.

Information Collected

When you visit Flexagon using this Website, Flexagon may collect personal data from you. The data collected includes the following:

*Personal Information.* Flexagon only collects personally identifiable information on a voluntary basis. This information is provided to Flexagon by you through the completion and submission of forms, inquiries, and other similar means. "Personal Information" may include, but is not limited to, your name, company, address, telephone number, e-mail address and company tax identification number. By voluntarily providing Flexagon with Personal Information, you indicate your consent to Flexagon's use of the Personal Information in accordance with this Policy.

*Non-Personal Information.* When you interact with Flexagon via this Website, Flexagon receives and stores certain non-personally identifiable information ("Non-Personal Information"). Non-Personal Information, which is passively collected using various technologies, cannot be used to identify a specific user. Flexagon may store such information itself or in databases owned and maintained by Flexagon affiliates, agents, or service providers. Flexagon may aggregate Non-Personal Information.

*Cookies.* In connection with the operation of this Website, Flexagon may employ the use of technology commonly known as "cookies." A cookie is an element of data that a website can send to the Internet browser of a visitor to that website. A cookie is not a computer program and has no ability to read data residing on your computer or instruct your computer to perform any step or function. The "cookie" does not extract any Personal Information.

Use of Information Collected

Flexagon uses Personal Information you provide in a manner consistent with this Policy. If you provide Personal Information for a specific reason, Flexagon will use the Personal Information for the purpose it was provided. Flexagon, its subsidiaries, affiliates, and agents may use Personal Information and Non-Personal Information collected through the Website to improve the content and functionality of the Website. Flexagon also uses Personal Information to send marketing and other communications to Website users. By providing Personal Information to Flexagon through the Website, you consent to these uses of that Personal Information.

Flexagon may disclose Personal Information if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect or defend the rights or property of Flexagon, (iii) act in urgent circumstances to protect the personal safety of Website users, or (iv) protect against legal liability.

#### Disclosure of Information Collected

Flexagon will not sell, license, transmit, or disclose information collected to parties unaffiliated with Flexagon unless such sale, license, transmittal, or disclosure is expressly authorized by you or required or permitted by law. In all cases, Flexagon will disclose information collected consistent with applicable laws and regulations, and will require the recipient of such information to protect the information and use it only for the purpose it was provided.

#### Exclusions

This Privacy Policy does not apply to any Personal Information collected by Flexagon other than Personal Information collected through this Website. Flexagon shall be free to reproduce, use, disclose, and distribute any unsolicited information to others without limitation or attribution. This includes, but is not limited to, information posted to any public areas of the Website, any ideas for new information, resources, products or services, and other unsolicited submissions.

#### Use by Children

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Flexagon and meet this age eligibility requirement. If you do not meet the requirement, you must not access or use the Website.

Flexagon does not knowingly collect Personal Information from children under the age of 13. If you are under the age of 13, please do not submit any Personal Information through this Website. If there is reason to believe that a child under the age of 13 has provided Personal Information through this Website, please contact Flexagon.

#### Security

Flexagon takes reasonable precautions to protect its Website users and information provided by such users. Unfortunately, the transmission of information via the Internet is not completely secure. Any transmission of Personal Information is at your own risk. Flexagon is not responsible for circumvention of any privacy settings or security measures on the Website.

#### Hyperlinks to Other Websites

This Website may contain hyperlinks to other websites not operated or controlled by Flexagon ("Third Party Websites"). Flexagon is not responsible for either the privacy policies of Third Party Websites or the validity of information contained therein. Inclusion of hyperlinks to Third Party Websites does not in any manner imply any endorsement of the material on Third Party Websites or association with their owners or operators.

#### DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FLEXAGON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING DATA PRIVACY OR DATA SECURITY.

#### LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT FLEXAGON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. YOU SPECIFICALLY AGREE THAT FLEXAGON IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY VIOLATION OF THE RIGHTS OF ANY PARTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. IF FLEXAGON IS FOUND TO HAVE VIOLATED ANY OF YOUR RIGHTS, YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES RECOVERABLE AGAINST FLEXAGON ARE LIMITED TO THE LESSER OF YOUR ACTUAL, PROVEN DAMAGES OR \$10.

#### Indemnification

You agree to indemnify, defend, and hold harmless Flexagon, its officers, directors, employees, agents, licensors and suppliers from and against all claims, liabilities, judgments, awards, costs, losses, expenses, damages and fees, including reasonable attorneys' fees resulting from any violation of this Privacy Policy, or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Website using your Internet connection.

#### Term; Termination

This Privacy Policy is applicable to you upon you accessing the Website. These terms and conditions, or any part of them, may be terminated by Flexagon without notice at any time, for any reason. The provisions relating to Disclaimer of Warranties, Limitation of Liability, Indemnification and Miscellaneous shall survive any termination.

#### Notice

Flexagon may deliver notice to you by means of e-mail, a general notice on the Website, or by other reliable method to the address you have provided to Flexagon.

#### Governing Law and Jurisdiction

All matters relating to the Website and this Privacy Policy 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 Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Privacy Policy or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin. You waive any objection or defenses to this venue including forum non conveniens.

#### Miscellaneous

Any cause of action or claim you may have with respect to the Website (including but not limited to the purchase of Flexagon products) must be commenced within one (1) year after the claim or cause of action arises. Flexagon's failure to insist upon or enforce strict performance of any provision of this Privacy Policy shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Flexagon may assign its rights and duties under this Agreement to any party at any time without notice to you. Flexagon is entitled to recover all costs and expenses in enforcing this Agreement, including attorneys' fees.

#### Contact Information

To offer comments about this Website or about the information present in this Privacy Policy, please contact Flexagon at:

Flexagon, LLC  
1048 Glory Road  
Green Bay, WI 54304  
Phone: 920.819.6788  
E-mail: [info@flexagon.com](mailto:info@flexagon.com)