

TERMS OF SALE

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1. APPLICATION OF THIS TERMS OF SALE

This Terms of Sale (“Terms”) is between you and Gammill, Inc. (“Gammill,” “we,” “our,” or “us”). For purposes of these Terms, “Site” includes our public-facing website and “you” or “your” means the person accessing the Site and any persons that allow others to provide information about themselves to us. The terms and conditions herein only apply to items purchased entirely through the Site. Deposits on machines and optional equipment taken through the Site are only deposits towards a future sale and are not considered purchases through the Site. Machines and Gammill Optional Equipment are subject to separate terms and conditions. You should carefully read through these Terms before submitting any orders for purchase or enrollment in subscriptions as THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU INCLUDING BINDING ARBITRATION AGREEMENT AND CLASS ACTION & JURY TRIAL WAIVER CLAUSE. THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. THESE TERMS APPLY TO ALL, OFFERS, SALES, RESERVATIONS, SUBSCRIPTIONS, ENROLLMENTS AND PURCHASES OF ALL PRODUCTS, EDUCATIONAL PROGRAMMING OR SERVICES (“OFFERINGS”) THROUGH THE SITE. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. BY ORDERING OR PURCHASING ANY OFFERINGS THROUGH THE SITE YOU SIGNIFY YOUR ACCEPTANCE OF AND AGREE TO BE BOUND BY THESE TERMS AS WELL AS ANY ADDITIONAL TERMS AS PROVIDED HEREIN AND ANY ORDER CONSUMMATED THROUGH THE SITE IS CONDITIONED ON YOUR ACCEPTANCE OF THE SAME. IF YOU DO NOT AGREE TO

ANY OF THESE TERMS, YOU MUST NOT COMPLETE YOUR ORDER OR ENROLLMENT IN PROGRAMMING.

MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER. These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Site or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator’s decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. For more details, see below.

We may make changes to the content available on the Site at any time. We can change, update, add, or remove provisions of these Terms at any time by posting the updated Terms on the Site. We will make commercially reasonable efforts to notify you of any material changes to these Terms however we are not obligated to do so. You waive any right you may have to receive specific notice of such changes to these Terms except for changes to our agreement to arbitration, which is discussed more fully below. By using the Site after we have updated the Terms, you are agreeing to the then-current Terms. You are responsible for regularly reviewing these Terms.

By agreeing to these Terms, you agree to the **Terms of Use** governing the Site, which are incorporated herein by reference. In the event that there is a conflict between these Terms and the Site’s Terms of Use, these Terms will supplement or amend the Terms of Use, but only with respect to the matters governed by these Terms. Although not part of these Terms, please review the [Privacy Policy](#) to better understand how you can update, manage, access, and delete your information.

2. ADDITIONAL TERMS

We may also require you to follow additional rules, policies or guidelines to complete your order, purchase, reservation, or participate in any Offerings (“Additional Terms”). Additional Terms may be provided in a separate “click-through” agreement or disclosure at purchase or prior to participation. If any Additional Terms are different than these Terms, the Additional Terms will supplement or amend these Terms, but only with respect to the matters governed by the Additional Terms.

3. RELIANCE ON INFORMATION POSTED

While every effort is made to ensure the accurate display of Offerings on the Site, the depiction may depend on the viewers monitor or mobile device and may not be accurate. Additionally, the material on the Site may be changed, updated and/or deleted without notice and are subject to correction for technical, clerical or typographical inaccuracies or errors. We do not guarantee the accuracy or completeness of any information contained on the Site, including pricing, product images, specifications, or availability and we will not be responsible for any such inaccuracies or errors. We reserve the right to correct any errors, omissions, or inaccuracies, and to change or

update information at any time without prior notice (including after you have submitted an order). Orders placed through the Site may be declined or cancelled for any lawful reason, including without limitation, outstanding amounts due by a customer, due to the foregoing issues or if an Offering is unavailable, reached maximum capacity, or out of stock.

This Site includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

4. THIRD-PARTY LINKS

This Site may link to other websites that are not sites controlled or operated by us (collectively, “Third-Party Sites”). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different terms and conditions and/or user guides and business practices than us, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site terms. We provide links to the Third-Party Sites to you as a convenience, and we do not verify, make any representations or take responsibility for such Third-Party Sites, including the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. Any reference on the Site to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply our endorsement or recommendation.

5. MINIMUM AGE

We do not allow persons under the age of eighteen (18) to make purchases of Offerings through the Site. By entering into a transaction through the Site, you represent and warrant that you are eighteen (18) years of age or over.

6. ORDER PLACEMENT

When you place an order to reserve, purchase and/or pay for Offerings through the Site, you agree that your order is an offer to purchase or reserve the Offerings listed in your order that may

be accepted or rejected for any reason. We reserve the right to revoke any offer or to refuse any order that you place through the Site. We may, in our sole discretion, limit or cancel quantities or enrollments purchased per person, per household or per transaction. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. This Agreement is subject to any Additional Terms that you accept in connection with completion of a transaction on the Site.

Upon placing an order you may receive an order acknowledgement to your registered email detailing the Offerings ordered, but your order shall not be deemed accepted until approval by your chosen payment method is received, at which point you will receive an order confirmation (i.e., payment confirmation) email. ALL ACCEPTED ORDERS ARE SUBJECT TO THE CANCELLATION AND REFUND POLICY IN SECTION 9 BELOW. Any Offerings provided by us under these Terms are personal to you and cannot be transferred or assigned to any other person.

Gammill reserves the right to assign or fulfill orders for Offerings from third party suppliers and in that event the order may be subject to Additional Terms of third party suppliers. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services.

7. PRICING AND PAYMENT

Prices on the Site are subject to change without notice but will only apply to orders placed after such changes. Prices for Offerings purchased are those in effect when an order is received. Prices are quoted and will be paid in U.S. dollars. Unless otherwise indicated on the Site, prices may exclude taxes (if applicable), which are additional and will be itemized upon confirmation of payment.

Payment or pre-authorization of funds by credit card or other payment method accepted by the Site is required before an order will be confirmed. BY SUBMITTING SUCH INFORMATION YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY PAYMENT CARDS OR OTHER PAYMENT METHODS UTILIZED IN CONNECTION WITH ANY TRANSACTION AND YOU GRANT US THE RIGHT TO PROVIDE SUCH INFORMATION TO THIRD PARTIES FOR PURPOSES OF FACILITATING THE TRANSACTIONS INITIATED BY YOU OR ON YOUR BEHALF. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the prices in effect when such charges are incurred including, without limitation, all shipping and handling charges, and you authorize us to charge all sums for the orders that you make to the payment method specified at the time. You shall remain responsible for any taxes that may be applicable to such transactions. You authorize us to charge all applicable amounts for the orders that you make to the payment method specified at the time of purchase.

By accepting these Terms you acknowledge and understand that any and all credit or debit card payments submitted through the Site may be processed by a third party payment processing company (“Payment Processor”) and you shall be subject to any and all terms and conditions of the Payment Processor, including without limitation any additional fees or privacy policies related to my personal information (“Payment Processor Terms”). You acknowledge Gammill is not responsible for information, including Personally Identifiable Information, retained by Payment Processor or for any Payment Processor Terms and shall hold Gammill harmless from same.

8. INTELLECTUAL PROPERTY

All Intellectual Property Rights in the online educational programming and the speeches made by educators or guest instructors are, and remain, the intellectual property of Gammill, or the individual and/or group of educators/guest instructors. By purchasing any Offerings you are not authorized to: (a) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the materials without prior written permission; (b) record on video or audio tape, relay by videophone or other means any portion of the Offerings; (c) use the Offerings in the provision of any other course or training whether given by us or any third party trainer; (d) remove any copyright or other notice of Gammill., on the educational materials or other Offerings; or (e) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the educational materials or other Offerings. Breach by you of this Section 8 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Offerings, including but not limited to access to the online courses and educational programming. In consideration of the fees paid by you, we hereby grant to you a limited, non-transferable, non-sublicensable, and non-exclusive license to access and view the course materials for the sole purpose of completing the online curriculum.

9. CANCELLATION, RETURNS, AND REFUNDS

Physical Products. We handle returns on a case-by-case basis with the ultimate goal of making our customers happy. We stand behind our goods and services and want customers to be satisfied with them. but at times we may not be able to take an item back. In the case that you ordered a part you no longer need or want, you may return any non-electronic part or accessory within thirty (30) days, with an assessed restocking fee of fifteen percent (15%). Items shall be returned in a like-new condition. Items that are damaged, unsanitary, dented, scratched, or missing major contents may be denied a return. Only items purchased directly from Gammill.com are eligible for a return. Gammill does not pay for return shipping.

For warranty claims, items shall be returned pursuant to the return process herein. Once the item has been received it will be inspected. Should the item be determined to be covered by warranty, Gammill will either repair or replace the defective part. Warrantied items are not subject to a restocking fee and are not eligible for a refund.

Initiate a Return:

By phone: Please call 417-256-5919 and choose Option 2 for Customer Service. Our

agent will initiate a ticket and provide you with an RMA number which must be written on the outside of the return package.

By email: Please email contact@gammill.com and provide your name, shipping address, receipt and reason for the return. The agent will reply with an RMA number within 1 business day, provided all required information is supplied.

Gammill reserves the right to request photos and/or additional information.

Online Services and Education. Online Courses that have already been accessed, commenced or downloaded, in full or part, shall not be eligible for cancellation or refund.

In-Person Education/Events. Retreat enrollments cancelled more than sixty (60) days prior to the event shall receive a full refund minus one-hundred dollars (\$100). Retreat enrollments cancelled fifteen to sixty (15-60) days prior to an event shall receive a fifty percent (50%) refund.

Educator Consults. Educator Consult Sessions are non-refundable but may be rescheduled up to seventy-two (72) hours in advance. Any rescheduling must take place within one (1) month of the original meeting time.

Ineligible Products. Certain products (including all boards and electronics) may not be eligible for return. This information will be clearly communicated during the checkout process, typically in a purchase note, as well as a notice on the item packaging. "Notice! This product cannot be returned once the package has been opened." Any item purchased with a disclaimer other than the disclaimer included herein is ineligible for return. Please note that computers and tablets are subject to the manufacturer's return and warranty policies.

All returns will be processed within five (5) business days of its arrival at our facility. Once the item has been approved, a replacement shipment or refund will be initiated. It takes five to ten (5-10) business days for the refund to be credited back to the original payment method.

Cancellation. Gammill reserves the right to cancel any orders and terminate access to any Offerings in the event that you: (a) fail to pay when your fees are due; (b) act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of Gammill, any educator or guest instructor, or student; or (c) are in breach of these Terms.

10. DISCLAIMER OF WARRANTIES

WITH THE EXPRESS EXCEPTION OF ANY ITEMS PROVIDED WITH WARRANTIES, TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE SITE, THE OFFERINGS PURCHASED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE

IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE OFFERINGS ON THE SITE, WE DO NOT IN ANY WAY PROMISE THAT THE OFFERINGS WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF THE OFFERINGS AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

11. LIMITATION OF LIABILITY

OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE OFFERINGS, THE MATERIALS, AND ANY CONTENT OR SERVICES OBTAINED THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF, AS APPLICABLE, (A) THE PRICE OF THE PRODUCTS PURCHASED BY YOU OR THE PRICE OF THE SERVICES PURCHASED IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE INCIDENT GIVING RISE TO THE LIABILITY, OR (B) ONE THOUSAND DOLLARS (\$1,000).

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY PURCHASE THROUGH TGE SITE, OR ON ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and, to the extent applicable, our subsidiaries and affiliates, and each of their and our respective directors, officers, shareholders, employees, agents, representatives, clients, contractors and third-party service providers, for any and all losses, claims, demands, actions, liability, fines, penalties and expenses (including reasonable legal fees) that may arise from any of your transactions through the use of the Site. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

13. INJUNCTIVE RELIEF

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, without prejudice to any other rights and remedies that may be sought under the mandatory arbitration provision of these Terms, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Missouri. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

14. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the “Questions” section below.

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and to the extent allowed by law, you hereby agree that either you or we may require any dispute, claim, or cause of action (“Claim”) between you and us or any third parties arising out of use of the Site, the Offerings, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT

A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

You and we agree that your purchase of any Offerings through the Site involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (a) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (b) the applicable statutes of limitations; and (c) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (i) making written demand for arbitration upon the other party, (ii) initiating arbitration against the other party, or (iii) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA’s Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys’ fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall

not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Services, and any other actions with us.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at contact@gammill.com and including in the subject line “Rejection of Arbitration Provision.”

15. OTHER TERMS

- a. **Merger.** These Terms constitute the entire agreement between you and us with respect to any transactions made to obtain Offerings through the Site and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to the subject matter contained herein.
- b. **Severability.** If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.
- c. **Governing Law and Venue.** These Terms shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflicts of law rules, and the United States of America. Except as set forth in the agreement to arbitration and without waiving it, you agree that any dispute arising from or relating to the subject matter of these Terms (including but not limited to if you opt out of the agreement to arbitration) shall be governed by the exclusive jurisdiction and venue of the state and federal courts of Springfield, Missouri, except where the jurisdiction and venue are mandated by applicable assignment.
- d. **No Waiver.** No failure, omission or delay on the part of us in exercising any right under these Terms will preclude any other further exercise of that right or other right under these Terms.
- e. **Headings.** Provision and section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

- f. **Typographical Errors.** Information on the Site may contain technical inaccuracies or typographical errors. We attempt to make the Site's postings as accurate as possible, but we do not warrant the content of the Site is accurate, complete, reliable, current, or error-free.

16. QUESTIONS

If you have any questions or comments about these Terms or this Site, please contact us by email at contact@gammill.com. You also may write to us at:

Gammill, Inc.
720 Bratton Ave.
West Plains, MO 65775
contact@gammill.com