

TERMS AND CONDITIONS AT BV SYSTEMS

These Terms of Use and Guidelines apply to all websites (“Sites”) operated by BV Systems including without limitation (TheLEDRAbbit.com). In this document “BV Systems” refers to BV Systems, LLC

By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as ‘User Agreement’).

This agreement is in effect as of August 1, 2019.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

RESPONSIBLE USE AND CONDUCT

By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as ‘Resources’), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.

Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

- Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
- Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
- Contains any type of unauthorized or unsolicited advertising;
- Impersonates any person or entity, including any BV Systems employees or representatives.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

We do not assume any liability for any content posted by you or any other 3rd party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of BV Systems, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources.

You agree to indemnify and hold harmless BV Systems and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are

entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Limitation of Warranties

By using our website, you understand and agree that all Resources we provide are “as is” and “as available”. This means that we do not represent or warrant to you that:

the use of our Resources will meet your needs or requirements.

the use of our Resources will be uninterrupted, timely, secure or free from errors.

the information obtained by using our Resources will be accurate or reliable, and

any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

Additionally, you understand and agree that no information or advice, whether expressed, implied, oral or written, obtained by you from BV Systems or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. BV Systems will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Copyrights/Trademarks

All content and materials available on BV Systems, including but not limited to text, graphics, website name, code, images and logos are the intellectual property of BV Systems, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by BV Systems.

Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Governing Law

This website is controlled by BV Systems. It can be accessed by most countries around the world. By accessing our website, you agree that the statutes and laws of our state, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts you hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objection to such courts.

SHIPPING POLICY/DELIVERY POLICY

We determine the most efficient shipping carrier for your order. The carriers that may be used are U.S. Postal Service (USPS), United Parcel Service (UPS), FedEx, or DHL. If you're trying to estimate when a package will be delivered, please note the following: Credit card authorization and verification must be received prior to processing.

REFUND POLICY

We offer 30 Money Back Guarantee on our product. Please call customer service in advance to obtain an RMA number (Return Merchandise Authorization) within 30 days of purchase date.

PRIVACY POLICY

BV Systems provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users of TheLEDRabbit.com ("site"). This Privacy Policy applies only to information that you provide to us through this site. This Privacy Policy may be updated from time to time. We will notify you of any material changes by posting the new Privacy Policy on the site. You are advised to consult this policy regularly for any changes.

As used in this policy, the terms "using" and "processing" information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to, collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our company within the United States or internationally.

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

INFORMATION COLLECTION AND USE

Our primary goals in collecting information are to provide and improve our site, services, features and content, to administer your use of the site and to enable users to enjoy and easily navigate the site (collectively, the "Service").

PERSONALLY IDENTIFIABLE INFORMATION

When you register with us through the site, when you join our mailing list, or when you make a purchase via the site, we will ask you for personally identifiable information. This refers to information about you that can be used to contact or identify you ("Personal Information"). Personal Information includes, but is not limited to, your name, phone number, email address, and postal address. If you choose to make a purchase via the site, our third party payment processor service providers may also collect billing information such as your credit card number or billing address. We use the Personal Information you provide mainly to provide the Service, process your transactions and administer your inquiries.

In order to access additional functionality of the site, you may be required to create an account for your use of the Service ("Account"). You may create an Account directly via the site.

When you create an Account, you will become a "Member" of the Service.

We also collect the other information that you provide as part of account registration and your use of the Service (e.g., without limitation, zip code (on its own) and individual preferences) (“Non-Identifying Information”).

We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide the Service, complete your transactions, and administer your inquiries.

Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information. We may combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other BV Systems Users (defined below) to attempt to provide you with a better experience, to improve the quality and value of the Service and to analyze and understand how our site and Service are used. We may also use the combined information without aggregating it to serve you specifically, for instance, to deliver a product to you according to your preferences or restrictions.

We also use your Personal Information to contact you with marketing and promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or contact us. (See “Changing or Deleting Your Information,” below.)

LOG DATA

When you visit the site, whether as a BV Systems Member or a non-registered user just browsing (any of these, a “BV Systems User”), our servers automatically record information that your browser sends whenever you visit a website (“Log Data”). This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, browser type or the webpage you were visiting before you came to our site, pages of our site that you visit, the time spent on those pages, information you search for on our site, access times and dates, and other statistics. We use this information to monitor and analyze use of the site and the Service and for the site’s technical administration, to increase our site’s functionality and user-friendliness, and to better tailor it to our visitors’ needs. We also use this information to verify that visitors to the site meet the criteria required to process their requests.

SECURITY POLICY

Your payment and personal information are always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts

all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

COOKIES AND PIXEL TAGS

Like many websites, we use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard disk for record-keeping purposes. We use cookies for two purposes. First, we use persistent cookies to save your login information for future logins to the site. Second, we use session ID cookies to enable certain features of the site, to better understand how you interact with the site and to monitor aggregate usage by BV Systems Users and web traffic routing on the site. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the site and Service and then close your browser. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the site or all functionality of the Service.

We may also use “pixel tags,” “web beacons,” “clear GIFs” or similar means (individually or collectively “Pixel Tags”) in connection with our Service to collect usage, demographic and geographical location data. A Pixel Tag is an electronic image, often a single pixel that is ordinarily not visible to users and may be associated with cookies on a user’s hard drive. Pixel Tags allow us to count users who have visited certain pages of the site, to deliver branded services and to help determine the effectiveness of promotional or advertising campaigns.

PHISHING

Identity theft and the practice currently known as “phishing” are of great concern to BV Systems. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your login information, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission’s website.

INFORMATION SHARING AND DISCLOSURE

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses. If you would like to opt out from information other than what is required by law, please contact us at the information listed on our Contact page.

- **Aggregated Information and Non-Identifying Information.** We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling, and to deliver targeted advertising about other products and services. Any aggregated information shared in these contexts will not contain your Personal Information.
- **Service Providers.** We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Site-related services (e.g., without limitation, maintenance services, database management, payment processors, web analytics and improvement of the site's features) or to assist us in analyzing how our Site and Service are used. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.
- **Compliance with Laws and Law Enforcement.** BV Systems cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of BV Systems or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable activity.
- **Business Transfers.** BV Systems may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

CHANGING OR DELETING YOUR INFORMATION

All Members may review, update, correct or delete the Personal Information in their registration profile by contacting us or by making edits via the "My Account" section of the site. If you completely delete all such information, then your account may become deactivated. If you would like us to delete your account in our system, please contact us "Privacy" with a request that we delete your Personal Information from our database. We will use commercially reasonable efforts to honor your request. We may retain an archived copy of your records as required by law or for legitimate business purposes.

SECURITY

BV Systems is very concerned with safeguarding your information, but no method of transmission over the Internet, or method of electronic storage, is 100% secure. When you enter sensitive information (such as credit card number) on our registration or order forms, we offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored “personal data” (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on this site in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

INTERNATIONAL TRANSFER

Your information may be transferred to – and maintained on – computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, BV Systems transfers Personal Information to the United States and processes it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

LINKS TO OTHER SITES

Our site contains links to other websites. If you choose to visit an advertiser by “clicking on” a banner ad or other type of advertisement, or click on another third party link, you will be directed to that third party’s website. The fact that we link to a website or present a banner ad or other type of advertisement is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites may follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

CHILDREN’S ONLINE PRIVACY PROTECTION ACT COMPLIANCE

We are in compliance with the requirements of COPPA (Children’s Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products, and services are all directed to people who are at least 13 years old or older.

YOUR CONSENT

By using our site, you consent to our web site privacy policy.

CHANGES TO PRIVACY POLICY

If we decide to change our privacy policy, we will post those changes on this page.

YOU MAY CONTACT US AT

BV Systems

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Lenexa, KS 66214

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