

Conditions of Use

Terms and Conditions of Use Agreement

PLEASE READ THE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. We maintain this web site as a service to our customers, and by using our site you are agreeing to comply with and be bound by the following terms of use. Please review the following terms and conditions carefully, and check them periodically for changes. If you do not agree to the terms and conditions, you should not review information or obtain goods, services or products from this site.

PLEASE NOTE: YOU MUST BE 18 YEARS OLD OR OLDER AND A U.S. RESIDENT IN ORDER TO PARTICIPATE ON OUR SITE.

1. **Acceptance of Agreement.** You agree to the terms and conditions outlined in this Terms and Conditions of use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended by us at any time and from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.
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3. **Fraud:** By becoming a member, you confirm that the information provided in this form is true and that you agree to abide by the Terms and Conditions of use of this site. Please note that your membership can be cancelled without notice if it is determined that false or misleading information has been provided, the Terms and Conditions of use have been violated, or other abuses have occurred as determined by "*Insert your company name here*" in its sole discretion. If membership has been revoked, "*Insert your company name here*" reserves the right to refuse application or readmission to the membership program.
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5. **Editing, Deleting and Modification.** We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site, including this Agreement, without further notice to users of the Site.
6. **Indemnification.** You agree to indemnify, defend and hold us and our partners, attorneys, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
7. **Nontransferable.** Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable and may only be used by you.
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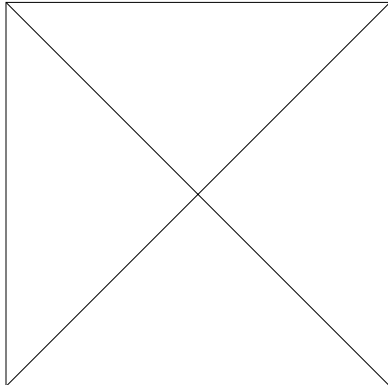
10. **Use of Information.** We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.
11. **Third-Party Services.** We allow access to or advertise third-party merchant sites ("Merchants") from which you may purchase or otherwise obtain certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. **YOU AGREE THAT USE OF SUCH MERCHANTS IS AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.**
12. **Third-Party Merchant Policies.** All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on such sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.
13. **Privacy Policy.** Our Privacy Policy ← ***“Make “Privacy Policy a hyperlink to your privacy policy page”***, as it may change from time to time, is a part of this Agreement.
14. **Payments.** You represent and warrant that if you are purchasing something from us or from our Merchants that (i) any credit card information you supply is true, correct and complete, (i) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any shipping fees and applicable taxes.
15. **Securities Laws.** This Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives, that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Site, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking

statements. The Site and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.

16. **Links to Other Web Sites.** The Site contains links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.
17. **Submissions.** All suggestions, ideas, notes, concepts and other information you may from time to time send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.
18. **Return Policy.** Due to the nature of our online site, and the products listed, we ***"INSERT YOUR COMPANY NAME HERE"*** have a strict NO RETURN policy for any product. No product shall be able to be returned for a like item, or for a cash refund. (***"THIS SECTION CAN BE CHANGED AS TO YOUR RETURN POLICY"***)
19. **Venue; Applicable Law.** YOU AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, OR YOUR USE OF THE SITE OR ANY SAMPLES OR PRODUCTS OBTAINED BY YOU THROUGH SUCH USE, SHALL BE LITIGATED IN THE CIRCUIT COURT OF ***"THE COUNTY OF WHICH YOUR COMPANY RESIDES"***, ***"THE STATE IN WHICH YOUR COMPANY RESIDES"*** OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ***"THE STATE IN WHICH YOUR COMPANY RESIDES"*** . YOU ARE EXPRESSLY SUBMITTING AND CONSENTING IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING IN ANY OF SUCH COURTS, AND ARE WAIVING ANY CLAIM THAT ***"THE CITY IN WHICH YOUR COMPANY RESIDES"*** , ***"THE STATE IN WHICH YOUR COMPANY RESIDES"*** OR THE DISTRICT OF ***"THE STATE/DISTRICT IN WHICH YOUR COMPANY RESIDES"*** IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. This site is created and controlled by ***"THE NAME OF YOUR COMPANY"***, a wholly owned subsidiary of ***"THE NAME OF YOUR OWNING CORPERATION (IF YOU DO NOT HAVE ONE, REMOVE THIS LINE)"*** in the State of ***"THE STATE IN WHICH YOUR COMPANY RESIDES"***, USA. As such, the laws of ***"THE STATE IN WHICH YOUR COMPANY RESIDES"*** will govern the terms and

conditions contained in this Agreement and elsewhere throughout the Site, without giving effect to any principles of conflicts of laws.

20. **Lapsed Accounts:** In order to keep “*INSERT YOUR COMPANY NAME HERE*” membership roster current, if a Member does not access his or her account for a period of “*INSERT DESIRED NUMBER OF DAYS HERE*” days or more, “*INSERT YOUR COMPANY NAME HERE*” may, in its sole discretion, terminate such Member's account. “*INSERT YOUR COMPANY NAME HERE*” will endeavor to notify a Member of “*INSERT YOUR COMPANY NAME HERE*” intent to terminate such Member's account by notice to such Member's provided email address at least “*INSERT DESIRED NUMBER OF DAYS HERE*” days prior to deactivation. If the Member fails to respond to such email notice with “*INSERT DESIRED NUMBER OF DAYS HERE*” days after the day it is sent by “*INSERT YOUR COMPANY NAME HERE*”, such Member's account will be terminated as noted above. Therefore, “*INSERT YOUR COMPANY NAME HERE*” strongly recommends that all Members keep their accounts and contact data current and in use. While “*INSERT YOUR COMPANY NAME HERE*” desires to prevent active accounts from being terminated prematurely, “*INSERT YOUR COMPANY NAME HERE*” has no obligation to maintain accounts that appear to “*INSERT YOUR COMPANY NAME HERE*” to have been abandoned. Each Member agrees that failure to access his or her account for “*INSERT DESIRED NUMBER OF DAYS HERE*” days or more conclusively indicates that such Member's account has been abandoned and that the account may therefore be terminated.



21. **Verify Members' Address:** “*INSERT YOUR COMPANY NAME HERE*” reserves the right to contact a Member via email to verify the accuracy of account information (including the Member's correct name and address) that is needed to provide the Member with the information he or she requested from “*INSERT YOUR COMPANY NAME HERE*”.