



## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (“**Terms**”) will apply to the sale of products (“**Products**”) on the Myzone website (“**Site**”). Please read these Terms carefully and make sure that you understand them before ordering any Products through the Site. Please note that before placing an order for any Product you will be asked to agree to these Terms. These Terms constitute an agreement between you and Myzone Inc (the “**Seller**”, “**we**”, “**us**” and “**our**”). Myzone Ltd is not selling you the Products and is not a party to these Terms.

If you place an order to buy a Product, your order will constitute an offer to buy from the Seller those Product(s) stated in your order. The Seller will send you an e-mail confirming that your order has been received (the “**Order Confirmation**”). The Order Confirmation does not confirm acceptance of your offer to buy the Product(s) ordered. Your offer will only be accepted, and a contract made with the Seller for the sale to you of the Products ordered (a “**Contract**”), when those Products are actually dispatched to you. The Seller will send you an email that the Products have been dispatched (the “**Dispatch Confirmation**”). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale for the Product(s) specified in that Dispatch Confirmation E-mail.

You can cancel your order for a Product at no cost any time prior to the time that the Seller sends you the Dispatch Confirmation. This does not affect your rights to cancel the Contract under Section 8 of these Terms.

In order to buy any Product through this Site, you will first have to click on the button marked “Order” in order to confirm that you have read and that you accept all these Terms. If you do not accept these Terms, or do not click on the “Order” button, you will not be able to order any Products through the Site.

You should print a copy of these Terms, or save them to your computer, for future reference.

We may amend these Terms from time to time as set out in Section 7. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any other contract between us, are only in the English language.

### 1. OUR CONTACT INFORMATION

1.1. To contact us, please use the details set out in the Order Confirmation.

### 2. OUR PRODUCTS

2.1. The images of the Products on the Site are for illustrative purposes only. We cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. The Products supplied to you may vary slightly from those images.

2.2. The packaging of the Products may vary from that shown on images on the Site.

2.3. All Products shown on the Site are subject to availability. You will be informed by the Seller by e-mail as soon as possible if the Product you have ordered is not available, and your order will not be processed.

### 3. USE OF THE SITE

Your use of the Site is governed by Myzone Ltd's [Terms of Use](#), [Acceptable Use Policy](#) and [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

#### 4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with the Myzone Ltd [Privacy Policy](#). Please take the time to read any applicable privacy policy, as it provides important information which applies to you.

#### 5. LEGAL AGE, COMPETENCE AND AUTHORITY

If you are a consumer, you may only purchase Products from the Site if you are at least 18 years old and of legal competence. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Site to purchase Products.

#### 6. HOW THE CONTRACT IS FORMED

- 6.1. For the steps you need to take to place an order through the Site, please see our [How To Shop Online](#) page.
- 6.2. The order procedure allows you to check and amend any errors before submitting your order. Please take the time to read and check your order at each stage of the order procedure.
- 6.3. After you place an order, you will receive an e-mail from the Seller acknowledging that your order has been received (the Order Confirmation). Please note however that this does not mean that your order has been *accepted*: acceptance of your order will be confirmed by the Seller sending you an e-mail confirming that the Products have been dispatched (the Dispatch Confirmation). The contract between you and the Seller will only be formed when the Seller sends you the Dispatch Confirmation.
- 6.4. If the Seller is unable to supply you with a Product (for example because that Product is not in stock or no longer available or because of an error in the price on the Site), the Seller will inform you of this by e-mail and your order will not be processed. If you have already paid the Seller for the Products, the full amount of your payment will be refunded as soon as possible.

#### 7. OUR RIGHT TO AMEND THESE TERMS

- 7.1. We may revise these Terms from time to time in our sole and absolute discretion.
- 7.2. Every time you order Products through the Site, the Terms in force at that time will apply to the contract between you and the Seller for those Products.
- 7.3. Whenever these Terms are varied in accordance with this Section 7, you will be kept informed by means of a notice at the top of this page stating that these Terms have been amended, and the relevant date.

#### 8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

**This Section 8 only applies if you are a consumer.**

- 8.1. You may return a purchase to the Seller for any reason within thirty business days of the day that you receive the Products for a full refund of your purchase. You will be responsible, however, for the cost of returning the Products, which should be unused and in their original packaging. In order to return a purchase, please notify the Seller by email or by telephone using the information provided in the Dispatch Confirmation. You may wish to keep a copy of your cancellation notification for your own records. If you send the Seller your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send the e-mail or post the letter. If you call the Seller to notify it of your cancellation, then your cancellation is effective from the date you telephone the Seller. You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. The Seller will process the refund due to you as soon

as possible and, in any case, within 30 (thirty) calendar days of the day on which your returned Product is received.

- 8.2. If the Product that you received was faulty, defective, or inaccurately described, upon return of the Product (which must be within 30 business days of the day you receive the Product), the Seller will refund the price of the Product, any delivery charges paid by you to ship the Product, and your reasonable costs to return the Product to the Seller.
- 8.3. All refunds will be processed by the Seller in the form of payment that you provided during your purchase (e.g., via PayPal or on the credit card or debit card you used to pay for the Products). The Seller will not provide a refund in cash or by check.
- 8.4. In order to return a purchase, follow the following instructions:
  - 8.4.1. Contact the Seller to obtain a return authorization number for the Products.
  - 8.4.2. Return the Products to the Seller as soon as reasonably practicable following any instructions concerning shipping provided to you by the Seller.

## 9. IF YOU ARE A BUSINESS CUSTOMER

**This Section 9 only applies if you are a business.**

- 9.1. If you are not a consumer, you (the **Buyer**) confirm that you have authority to bind any business on whose behalf you use the Site to purchase Products.
- 9.2. These Terms and our [Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#) constitute the entire agreement between you and the Seller. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in these Terms or our [Privacy Policy](#), [Terms of Use](#) and/or [Acceptable Use Policy](#).
- 9.3. Quotations are given on the basis that no contract shall come into existence and any quotation may be withdrawn at any time before an order is placed and a contract is formed. You are entirely responsible for ascertaining the quantities required notwithstanding that an estimate may have been given by the Seller.
- 9.4. Unless we receive specific instructions to the contrary, the Seller shall be entitled to assume that anyone purchasing Products on the Buyers account is duly authorised and acting as agent of the Buyer.
- 9.5. Subject to satisfactory credit checks, credit accounts are opened in the Seller's sole discretion. Credit accounts will be charged at the time that Products are dispatched. Payment for Products supplied on a credit account shall be due and payable 30 days after the date Products are dispatched. For all non-credit account transactions, payment is due at the time of order. Time for payment is a condition of the Contract and if the Buyer fails to comply with these payment terms:
  - 9.5.1. the entire balance of the Buyer's credit account and any other sums due from the Buyer shall become payable immediately;
  - 9.5.2. without prejudice to the Seller's rights to enforce payment, if the customer fails to make payment in accordance with these conditions the Seller may (at the Seller's absolute discretion) charge interest on any balance outstanding (notwithstanding that a portion of the account or invoice is the subject of any dispute or query) from the date due for payment until

payment is made, whether before or after any judgement either: (i) at a rate of 1.5% per month; or (ii) such other rate permitted by law.

- 9.5.3. the Buyer shall indemnify the Seller against all costs and expenses (including legal costs on a full indemnity basis) incurred by the Seller in recovering amounts due or exercising its rights under this Section 9. For the avoidance of doubt, an administration fee will be charged if the Seller refers the matter to its attorneys / collection agents; and
- 9.5.4. the Seller may suspend deliveries and terminate any license relating to products purchased by the customer.
- 9.6. The Buyer shall not be entitled to withhold or set-off payment of any amount payable to the Seller whether by reason of any dispute or claim by the Buyer relating to the Products or otherwise.
- 9.7. The Seller reserves the right at any time at its discretion to demand security for payment before continuing with or delivering the Products in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Buyer.
- 9.8. The Buyer shall reimburse to the Seller the entire costs of re-presenting any check or other method of payment delivered to it in payment of any sum due by the Buyer. Without prejudice to Section 9.5.3, the Seller reserves the right to charge the Buyer a fee in respect of any dishonoured check or other failed method of payment tendered in payment by or on behalf of the buyer.
- 9.9. Queries on invoices must be received in writing by the Seller within 21 days from the date of invoice.
- 9.10. The Seller may at any time be entitled to appropriate (or apply) any payment made by the Buyer in respect of any Products in settlement of such invoices or accounts in respect of such Products as the Seller may in its absolute discretion think fit notwithstanding any attempted appropriation to the contrary by the Buyer.
- 9.11. Without limiting any other right or remedy, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer if:
  - 9.11.1. the Buyer commits a material breach of this Contract (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so); or
  - 9.11.2. the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

- 9.11.3. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or the Buyer ceases to trade; or
- 9.11.4. the Buyer encumbers or in any way charges any of the Products not paid in full.

AND in any event, all sums owing to the Seller on any account shall become due and payable immediately without requirement for any notice to be given, and further the Buyers right of possession and power of sale and use in Section 9.13 shall automatically cease.

- 9.12. The customer shall give the Seller prior written notice, which acknowledges service, of any change in its constitution or ownership or, in the case of a sole trader or partnership, if it wishes to incorporate or merge with others. The Seller may then decide whether to exercise its rights to continue trading with the customer, whether a new credit application is required and whether to continue with any credit arrangements granted to the customer and shall not be obliged to continue with either unless a written confirmation and acceptance is issued by an authorised member of the Seller's management team, company director or the company secretary.
- 9.13. The Buyer is licensed by the Seller to use or sell the Products delivered to the Buyer in the ordinary course of business at full market value subject to the express condition that the entire proceeds of any sale are held in trust for the Seller and are not mixed with other moneys or paid into an overdrawn bank account and shall at all times be identifiable as the Seller's money.
- 9.14. Ownership of the Products passes to the Buyer once the Seller has received payment in full (in cash or cleared funds) the price for those Products, and until ownership of the Products passes to the Buyer:
  - 9.14.1. the Buyer will hold the Products and each of them on a fiduciary basis as bailee for the Seller;
  - 9.14.2. the Buyer shall keep the Products separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and be stored in such a way as to be clearly identifiable as belonging to the Seller and the Buyer will not allow any interference with any identification marks or serial number on the Products.
  - 9.14.3. without prejudice to any other rights the Seller may at any time withdraw the power of sale and use contained in Section 9.13 by notice to the Buyer if the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Seller whether in respect of the Products or any other products or services supplied at any time by it to the Buyer or if the Buyer is subject to any insolvency event described under Section 9.11 or if the Seller has genuine doubts as to the solvency of the Buyer.
- 9.15. Until such time as ownership of the Products passes from the Seller to the Buyer, the Buyer shall place any of the Products in its possession or under its control and unsold at the disposal of the Seller and the Buyer hereby grants the Seller and its employees, representatives and agents an irrevocable license to enter upon any premises under the Buyers control or to which the Buyer has rights of access for the purpose of inspection, repossession and removal of Products at any time.

- 9.16. The Seller may make a search with a credit reference agency, who will keep a record of that search and will share the information with the Seller and other businesses. The Seller may also pass or share customer information with carefully selected third parties for the purpose of account opening, credit vetting and account management.
- 9.17. The Buyer shall inspect the Products upon delivery and shall within 3 working days of delivery notify the Seller in writing of any errors in quantity or other failure to comply with the order. If the Buyer fails to comply with these provisions the Products shall be conclusively presumed to be in accordance with the contract and the Buyer shall be deemed to have accepted the Products. Any delivery book or note marked "NOT EXAMINED" or similar, will not prevent the operation of these Sections nor constitute express or implied notice in writing of any potential or actual shortage
- 9.18. Subject to Section 9.17, the Seller shall make good any shortage in the Products and where appropriate replace the Products, as soon as it is reasonably able to do so, but otherwise shall be under no liability whatsoever arising from such errors in delivery.
- 9.19. If for any reason the Buyer fails to take delivery of the Products when they are ready for collection or the Seller is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 9.19.1. Risk in the Products shall pass to the Buyer;
- 9.19.2. The Products shall be deemed to be delivered; and
- 9.20. The Seller may store the Products until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including storage and insurance).
- 9.21. If the Buyer is (a) a company and you are an officer of the company, or (b) an LLP and you are a member of that LLP, any director or directors and any member of the Buyer (if a LLP) who sign the Seller's credit account application form (the **Guarantor**) agree (if more than one, jointly and severally) to guarantee the payment of all monies, debts and liabilities of any nature from time to time due or owing from or incurred by the Buyer to the Seller (the **Guarantee**). This Guarantee is and shall at all times be an unconditional and irrevocable guarantee, it is made in consideration of the Seller making available to the Buyer a credit account, it is a continuing security and shall not be discharged by any intermediate settlement of the Buyer's credit account nor shall it be affected by any change in the Buyer's credit limit. The Guarantee shall enure for the benefit of the Seller, its successors and assigns and can be assigned in whole or in part by the Seller without notice to the Guarantor, its parent or ultimate parent company or any subsidiary of the ultimate parent company. Where there are two or more Guarantors their obligations shall take effect as joint and several obligations and the Guarantee shall not be revoked or impaired as to a Guarantor by the death, incapacity or insolvency of another. Regardless of whether a Guarantor ceases to be a director, employee, agent, or otherwise leaves the service of the Buyer (notice of any of which the Buyer shall immediately give to the Seller), no Guarantor shall be discharged or released from his obligations pursuant to the Guarantee unless and until the Seller expressly confirms in writing that he is so discharged or released. The Seller may, at its sole discretion, conditionally or fully release or discharge any Guarantor from his obligations under the Guarantee or accept any composition from or make any other arrangements with any Guarantor without releasing or discharging the other(s) or without prejudicing or affecting the Seller's rights and remedies against them.

## 10. DELIVERY

- 10.1. The Seller will use commercially reasonable efforts to deliver Products by the estimated delivery date set out in the Dispatch Confirmation, unless this is prevented by an event outside the Seller's control. If the Seller is unable to meet the estimated delivery date because of such an event, the Seller will contact you with a revised estimated delivery date.
- 10.2. Delivery will be completed when the Seller delivers the Products to the common carrier for delivery to you, and title and risk of loss pass to you at that time. The Products will be your responsibility from the completion of delivery.

## 11. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 11.1. Prices for Products may change from time to time, but changes will not affect any order which the Seller has confirmed with a Dispatch Confirmation.
- 11.2. The price of a Product does not include applicable taxes at the then-applicable rate(s). However, if the rate of any applicable tax changes between the date of your order and the date of delivery, the Seller will adjust the tax you pay, unless you have already paid for the Products in full and a Dispatch Confirmation has been issued before the rate change takes effect.
- 11.3. The price of a Product does not include delivery charges. The Seller's delivery charges are as quoted on the Site from time to time. To check relevant delivery charges, please refer to the [Delivery Charges](#) page.
- 11.4. Despite our efforts, it is always possible that some of the Products on the Site may be incorrectly priced. The Seller will normally check prices as part of its dispatch procedures so that:
  - 11.4.1. where the Product's correct price is less than the price stated on the Site, the Seller will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, the Seller does not have to provide the Products to you at the incorrect (lower) price; and
  - 11.4.2. if the Product's correct price is higher than the price stated on the Site, the Seller will contact you in writing as soon as possible to inform you of this error and will give you the option of continuing to purchase the Product at the correct price or cancelling your order. The Seller will not process your order until it has your instructions. If the Seller is unable to contact you using the contact details you provided during the order process, it will treat the order as cancelled and notify you in writing.

## 12. HOW TO PAY

- 12.1. You can pay for Products using a debit or credit card or, if made available, payment by bank transfer.
- 12.2. Save alternative agreement in writing, payment for Products and all applicable delivery charges must be made to the Seller in advance.
- 12.3. We may process certain payments using third-party payment services and you agree to be bound by such third party's terms if we do so. Please read such third party's terms and conditions and

privacy policy for more guidance. We are not responsible for the acts or omissions of such third parties.

- 12.4. We may appoint a Myzone group undertaking (such as Myzone Ltd, Myzone (Worldwide) Ltd or Myzone (APAC) Pty Ltd) to process payments. If we do so any payment made to a Myzone group undertaking will be treated as payment made to the Seller. Where practicable we will endeavour to collect payment through the use of domestic third-party payment services. In the event that this is not possible for any reason, we will not accept responsibility for any international card fees levied by your card provider.

### **13. MANUFACTURER WARRANTY; DISCLAIMER**

- 13.1. Products come with a manufacturer's warranty. For details of the applicable terms and conditions, please refer to the manufacturer's warranty provided with the Products or on the Site.
- 13.2. TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO AND DISCLAIM ALL WARRANTIES IN CONNECTION WITH PRODUCTS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT, WARRANT OR PROMISE THAT THE PRODUCTS PURCHASED ON THIS SITE WILL BE DEFECT-FREE OR DELIVERED IN ANY MANNER OR WITHIN ANY TIMEFRAME. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR PROMISES WITH RESPECT TO THE ACCURACY OR SECURITY OF THE PROCESSING OF ANY PAYMENT YOU MAKE. WE DISCLAIM ALL RESPONSIBILITY ASSOCIATED WITH PAYMENT PROCESSING CONDUCTED BY THIRD PARTIES.

### **14. LIMITATION OF LIABILITY**

IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, OR ANY OF OUR OR THEIR OWNERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS OR DISTRIBUTORS (COLLECTIVELY "WE", "US" AND "OUR" AS USED IN THIS SECTION 14), BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR GOODWILL, THAT RESULT FROM OR RELATE TO PRODUCTS OR SERVICES AVAILABLE ON OR PURCHASED THROUGH THE SITE. OUR AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS, SERVICES OR THESE TERMS AND CONDITIONS OF SALE WILL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT(S) TO WHICH THE CLAIM RELATES. THESE LIMITATIONS APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS APPLY TO ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, STRICT LIABILITY OR OTHERWISE.

WE WILL NOT BE LIABLE IN ANY WAY FOR THE UNAUTHORIZED USE OR DISCLOSURE OF YOUR PERSONAL OR FINANCIAL INFORMATION. WE ARE NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF PAYPAL OR OTHER THIRD PARTIES.

THESE LIMITATIONS OF LIABILITY WILL SURVIVE THE TERMINATION OF THESE TERMS.

### **15. EVENTS OUTSIDE THE SELLER'S CONTROL**

- 15.1. The Seller will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract caused by any act or event beyond its reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or



not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport (an “Event”).

- 15.2. If an Event takes place that affects the performance of the Seller’s obligations under a Contract:
- 15.2.1. the Seller will contact you as soon as reasonably possible to notify you; and
  - 15.2.2. the Seller’s obligations under a Contract will be suspended and the time for performance of the Seller’s obligations will be extended for the duration of the Event. Where the Event affects delivery of Products to you, the Seller will arrange a new delivery date with you after the Event is over.

## 16. COMMUNICATIONS

- 16.1. Any reference in these Terms to "in writing" will include e-mail.
- 16.2. If you wish to contact the Seller in writing for any reason, you can do so by using the contact details set out in the Dispatch Confirmation. If you have not received a Dispatch Confirmation and wish to contact the Seller, you can contact them using the details indicated on the Site.
- 16.3. If the Seller needs to contact you or give you notice in writing, it will do so by e-mail or by pre-paid post to the address you provide in your order.
- 16.4. Please note that any notice given by you to the Seller, or by the Seller to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or 3 (three) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 17. OTHER IMPORTANT TERMS

- 17.1. No failure or neglect by us to enforce at any time any of these Terms shall be construed or deemed to be a waiver of our rights hereunder or in any way affect the validity of the whole or any part of these Terms or prejudice our rights to take subsequent action. No waiver of any term of these Terms will be binding unless in writing.
- 17.2. These Terms are governed by the laws of the State of Illinois, USA, without regard to choice of law provisions, except to the extent that federal law applies. Any claim arising out of, relating to or connected with these Terms must be asserted in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and the AAA Supplementary Procedures for Consumer-Related Disputes. One arbitrator will conduct the arbitration. The arbitrator will not conduct any form of class or collective arbitration or join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including any claim that all or any part of these Terms is void or voidable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, if we reasonably believe that you have violated or threatened to violate our intellectual property rights or if you use the Site in violation of these Terms, you agree that we would be irreparably harmed by such violation or use and that we may seek injunctive or other appropriate relief in any court of competent jurisdiction without first proving actual damages or posting a bond. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO

SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US OR RELATED THIRD PARTIES.

These Terms constitute the entire agreement between you and us, and supersede any prior agreements between you and us on the subject matter. You will not transfer your rights or delegate your obligations in these Terms. We may transfer our rights or delegate our obligations in these Terms. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may only be modified by a writing executed and delivered by the party to be charged. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. These Terms will not be construed against the drafter. "Include(s)" or "including" means, respectively, "include(s) without limitation" or "including without limitation", unless expressly stated otherwise. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the court should endeavour to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM ARISING OUT OF OR RELATED TO USE OF THE PRODUCTS OR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM ARISES OR IT WILL BE FOREVER BARRED.

Last updated: 07/12/2018