

# TERMS AND CONDITIONS

## SERVICE AGREEMENT

Last updated: February 1, 2019

These Terms of Sale (“Terms of Sale” or “Agreement”) are a legal document that explains your rights and obligations as a Customer. Please read it carefully.

## DEFINITIONS

### **Customer:**

You, the user of the Website (and addressee of these terms)

### **Merchant:**

Lodge Industries LLC., also called Royaltie.com, a New Hampshire company.

**Customer** and **Merchant** may hereafter be collectively referred as the “Parties”.

### **Product(s):**

Product(s) sold on the Website

### **Website or Store:**

the Merchant’s online store website accessible at <https://royaltie.com>

## PREAMBLE

The present Terms and Conditions of Sale define and regulate the contractual relation between the Merchant and you, the Customer, also defined below as the user of the Website.

The present Terms and Conditions of Sale apply exclusively between the Merchant and any person who visits the Website or makes a purchase from the Website.

You have access to and may become familiar with the Terms and Conditions of Sale directly on the Website. These Terms and Conditions of Sale may be altered at any point in time, at the discretion of the Merchant. Enforceable terms and conditions consist those published on the Website, binding as of their date of registration. At all times, you are solely responsible for remaining knowledgeable about, and in compliance with, these Terms & Conditions of Sale.

Your failure to cancel your Account, or cease to use the Merchant’s ecommerce solutions affected by the amendment will constitute your tacit acceptance of the amended terms. If you don’t agree to the amendments or to any of the terms in this Agreement, your only remedy is to

cancel your Account or to cease to use the Merchant's ecommerce solutions. The Merchant shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account or cessation of use of any Subscription, nor shall the Merchant have any obligation to prorate any fees in such circumstances.

The information given on the said Website may be modified by the Merchant without prior notification.

The simple act of placing an order on the Website implies acceptance, without reserve, of the present Terms and Conditions of Sale.

### **Scope of this agreement**

The deployment and management ("Services") of wireless beacons ("Products"), is governed solely by this Agreement and other documents which may be executed by the Parties in this regard.

### **User Account**

To make a purchase on the Merchant's branded-ecommerce Store, you may complete the Store's registration process, and create a Store account ("Account"). All members must be 13 years or older to create an account on the Store. Your Account may also include billing information you provide to the Merchant for the purchase of Subscriptions, for pre-orders or for faster future purchases. You are solely responsible for all activity on your Account and for the security of your computer system. You may not reveal, share or otherwise allow others to use your password or Account. You agree that you are personally responsible for the use of your password and Account and for all of the communication and activity on the Store that results from use of your login name and password. You may not sell or charge others for the right to use your Account, or otherwise transfer your Account, nor may you sell, charge others for the right to use, or transfer any Subscriptions other than if and as expressly permitted by these Terms of Sale.

Please inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorized manner.

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. If you cancel your Account, the Merchant reserves the right to collect fees, surcharges or costs incurred before cancellation. Any delinquent or unpaid Accounts must be settled before the Merchant can allow you to register again.

You also understand and acknowledge that Accounts are user rights binding you to such an Account, and that the Merchant does not recognize any transfer of Accounts (including transfers by operation of law) from one subscriber to any third party. Each customer shall be the sole holder of his own Account.

Your purchase is subject to product requirements which you must read before purchasing a product. The act of making a purchase constitutes your tacit understanding and compliance with

these requirements. The Merchant shall not be held responsible for any loss, incompatible or erroneous purchases. We encourage you to contact our customer services, in such an event, so we may resolve your problem to the best of our ability.

You agree that you will be personally responsible for the use of your Account and for all activity on the Store that results from use of your Account. Your online conduct is expected to be in good faith, non-abusive and seeking any other personal interest other than the services provided. You will otherwise be held in contempt and, at the discretion of the Merchant, ensuing legal procedure may incur.

You may cancel your Account at any time. You may cease use of an Account at any time or, if you choose, you may request that we terminate your access to an Account. However, Accounts and product delivery are not transferable and product purchase transactions entitle you to a single right to the delivery of a product. Your cancellation of an Account will not entitle you to any refund for any products or fees. The Merchant holds the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation.

The Merchant may cancel your Account at any time, in the event that (a) the Merchant closes down the Store, or (b) you breach any terms of this Agreement (including any Subscription Terms or Rules of Use). In the event that your Account is terminated or cancelled by the Merchant for a violation of these Terms of Sale or improper or illegal activity, no refund, including of any Subscription fees or of any unused funds in your Account, will be granted.

### **Stock Availability and Sales Fulfilment**

Products are for sale within the limit of available stock. Offers for Products that are out of stock shall be valid on the condition that they can be obtained from the Merchant's suppliers. The Merchant shall grant a limited license of access and use of the Website. The processing and delivery of orders shall always be honored upon availability of stock.

### **Application**

Your Order is a binding offer to the Merchant to purchase the said Services and Products. Upon the placement of an order an ensuing and immediate confirmation message will be displayed followed by a confirmation email to you. Such automatic confirmation does not constitute an acceptance by the Merchant of your order, but a notice of acknowledgement. The Merchant's acceptance of your order shall occur and a contract shall form only once the Merchant approves the order. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product to you and send e-mail confirmation to you that we've dispatched the product to you (the "Fulfillment Confirmation E-mail").

If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Fulfillment Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that Fulfillment Confirmation E-mail. Your contract is with the Merchant.

### **Orders and Use of the Services**

The orders shall be placed exclusively via the Internet.

Automatic order confirmation errors may occur. Please check the automatic order confirmation for errors and inform us immediately of any discrepancies. You guarantee all data provided during registration is true, accurate, up-to-date and complete. Orders will only be accepted from Customers 13 years of age and older.

The Merchant holds the right to cancel or refuse any order from a Customer with whom a previous order's payment litigation is being resolved.

You consent to receive sales invoices electronically. For each delivery, in our Fulfillment Confirmation E-mail you will receive a link to your electronic invoice on the Website. If you do not have an account and have not printed your invoice upon receiving your Fulfillment Confirmation Email, or for further information about electronic invoices and instructions on how to receive a paper copy please contact our customer support.

## **Payment**

At the time of purchase, you will have the possibility to pay with all displayed payment methods. Any other methods will not be endorsed.

The Merchant uses SSL (Secure Socket Layer) encryption technology for your transactions. Your banking information is not stored by the Merchant. Stored banking information is stored by the Payment Service Provider, only if you have selected the option of saving a credit/debit card to your name, for a future use during check out or for a pre-order. Therefore, the Merchant does not have access to private banking details and credit history at any point. To prevent abuses and fraud, the Merchant only stores your address and the transaction time and date. This data remains strictly confidential.

Any attempted fraud or deception, regardless of scope, will immediately lead to further action, as part of which all related transaction data might be forwarded to the authorities.

When you provide payment information to the Merchant or to one of its payment service providers, you establish that you are the authorized user of the card, PIN, key or account associated with that payment, and you authorize the Merchant to charge your credit card or to process your payment with the chosen third-party payment service provider for any purchases or fees chargeable to your account. The Merchant may require you to provide your address or other information in order to meet the Merchant's obligations under applicable tax law.

For subscriptions purchased, based on an agreed usage period, where recurring payments are made in exchange for continued use ("Recurring Payment Subscriptions"), by continuing to use the Recurring Payment Subscription, you agree and reaffirm that the Merchant is authorized to charge your credit card, or to process your payment with any other applicable third-party payment processor (such as Paypal), for any applicable recurring payment amounts. If you have purchased any Recurring Payment Subscriptions, you agree to notify the Merchant promptly of any changes to your credit card account number, its expiration date and/or your billing address,

or your PayPal or other payment account number, and you agree to notify the Merchant promptly if your credit card or PayPal or other payment account expires or is canceled for any reason.

The term of the Service Agreement will be non-cancellable for two months. Following the initial two month term, the Services are automatically renewed for one month terms. The Agreement can be terminated with one (1) month's written notice AND the return of the Products in proper working order. The Lease Term will continue on a month to month basis thereafter until the Customer gives Royatie 30 days written cancellation notice and the return of the Products. The Customer shall pay for an Order by credit card. The Customer will submit the credit card payment details at the time the Order is placed. The Customer's credit card will be immediately charged for the first and last month's use of Products and each month thereafter during the Term.

If your use of the Store and purchases are subject to any type of use or sales tax, then the Merchant may also charge you for those taxes, in addition to the Subscription or other fees published in the Rules of Use.

You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on Product content, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, we may terminate your access to your Account.

### **Ownership Rights**

Should you not honor the payment obligations for any reason whatsoever, the Merchant shall be entitled to demand that the delivered merchandise be returned immediately, at your own cost, risk and peril.

The Merchant makes no representations or warranties, either expressed or implied, regarding any third party site. In particular, the Merchant makes no representation or warranty that any service or subscription offered via third-party vendors will not change or be suspended or terminated.

### **Warranty Disclaimer**

SUBJECT TO APPLICABLE LAW, THE MERCHANT DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. FURTHER, THE MERCHANT DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE PRODUCTS WILL MEET CUSTOMER'S OR ANY THIRD PARTY'S EXPECTATIONS.

### **License and user rights**

Under these Terms the limited and non-exclusive right to use one (1) copy of Products delivered to you by the Merchant on a computer or laptop is granted to you. Under the terms of this contract, you are not permitted to copy, modify, or decompile any software in a Product, to

extract its source code, create any item derived from it or remove any indication of the name or manufacturer of the software from it. You are exclusively permitted to use the Product for their own personal use and may not pass it on, sell, transfer or lend it to a third party.

The Store may require the automatic download and installation of software onto your computer. The Merchant hereby grants, and you accept, a limited, terminable, non-exclusive license and right to use the software for your personal, non-commercial use (except where commercial use is expressly allowed herein or in the applicable Terms of Sale) in accordance with these Terms of Sale. The software is licensed, not sold. Your license confers no title or ownership in the software.

You may not use the Internet source code or any the Merchant software for any purpose other than the permitted access to the Store and to make personal, non-commercial use of your Account, except as otherwise permitted by this Terms of Sale. Except as otherwise permitted under these Terms of Sales, or under applicable law notwithstanding these restrictions, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Store or the Merchant software without the prior consent, in writing, of the Merchant.

You are entitled to use the Store for your own personal use, but you are not entitled to: (i) sell, grant a security interest to other parties in any way, nor to rent, lease or license your Account rights to others without the prior written consent of the Merchant, except to the extent expressly permitted elsewhere in these Terms of Sale; (ii) exploit the Merchant Software, the Store for any commercial purpose, except as expressly permitted elsewhere in these Terms of Sale.

The Merchant or its content providers grant you a limited, non-exclusive, non-transferable, non-sub licensable license to access and make personal and non-commercial use of the Merchant services.

### **Return procedure**

If the Products supplied by Merchant do not function to according to its specifications and any documentation provided thereto, then the Customer may contact Merchant via the contact information provided herein within 15 (fifteen) days of delivery of the concerned Product, failing which, the Products delivered shall be deemed accepted by the Customer. If the Customer returns the Products to Merchant, and the Products are deemed not to function by Merchant, Merchant may arrange for replacement of the Products within a commercially reasonable time period.

### **Effective Date & Termination**

This Agreement will be effective as of the date hereof and shall remain valid unless terminated in accordance with this Clause. This Agreement may be terminated by either Party with cause, i.e., if the other Party is in breach of the terms and conditions hereof or any applicable law and fails to remedy the same within 30 (thirty) days of receipt of a written notice to that effect from the Party not in breach.

### **ASSIGNMENT**

The Customer shall not assign or transfer any of the rights or responsibilities set forth herein without the prior written consent of Merchant, and any purported attempt to do so shall be deemed void.

## **NOTICES**

In any case where a notice or another form of communication with Merchant is to be given or made pursuant to any provision of this Agreement, such notice or communication shall be issued to Lodge Industries LLC, 7425 Woodbury Rd. Mays Landing, NJ. 08330.

## **WAIVER**

Either Party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.

## **ENTIRE AGREEMENT**

This Agreement is the entire agreement between the Parties as to the matters set forth herein and supersedes any such prior agreement or communication. Any subsequent waiver or modification of this Agreement, or any part of it, shall only be effective if reduced to writing and signed and dated by both Parties.

### **Intellectual Property**

The entire content of the Website (texts, illustrations and computer code) is the property of the Merchant, the Merchant or their co-contractors.

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Merchant's Service are trademarks or trade dress of the Merchant. The Merchant's trademarks and trade dress may not be used in connection with any product or service that is not provided by the Merchant, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits the Merchant. All other trademarks not owned by the Merchant that appear in any Merchant's Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Merchant.

All intellectual property rights in and to the Products and Services, including all patent rights, copyrights, trademarks, trade secrets or other proprietary rights therein shall be and remain the sole property of the Merchant.

### **Links to Third Party Websites**

The Store may contain links to other websites. The Merchant does not have any control over these other websites and is not responsible for their content or security. If a Member clicks on a link to such website, he/she does so at his/her own risk and is subject to the privacy policy, and terms and conditions of that website.

### **Confidentiality**

Personal data you provide shall not be given to any third party other than the Merchant, and the Merchant's service providers (such as payment and delivery services).

By placing an order via the Website, you commit to providing accurate and true information. Your personal data is indispensable for the dispatch of the merchandise and invoice. If personal data is not provided the order shall be cancelled. Your personal data shall be used to deliver ordered Products, to inform you of new offers from the Merchant and/or the Merchant, and to contact you should a problem arise concerning the order. The Merchant shall not be held responsible for the use of any data provided to the Merchant.

Regarding further information on the privacy and processing of your personal data, please refer to our Privacy Policy, available on the Website. These Terms of Sale are prevalent to the Privacy Policy, should any conflict ensue. Please refer yourself to these Terms of Sale as a reference for your purchases and rights through your interaction with the Merchant.

### **Responsibilities**

You agree that these Terms of Sale do not intend to confer and do not confer any rights or remedies upon any person other than the parties to these Terms of Sale.

When you use the Merchant Websites, you may also be using the services of one or more third parties, such as a payment service provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties. We advise you to refer to these third parties' policies.

You acknowledge that you connect to the Website and use its services at your own risk. The Merchant holds no responsibility for any direct or indirect damages a user or a third party may suffer for any reason whatsoever by connecting to the Website, not having access or being able to log in to the Website, or that the Website is or is not working. The Merchant guarantees it shall take all sensible measures to ensure the availability of its services. However, since the transactions are made via the Internet, the Merchant cannot guarantee the quality of the networks outside of its offices. Technical interruptions are possible. The Merchant shall attempt to inform its Customers of the reasons for an interruption, to the best of its ability, but holds no responsibility in the event of a delay. The Merchant holds no responsibility in the event of any loss of your data provided. Customers must always keep a personal copy of files. The Merchant holds no responsibility for not honoring its contractual obligations, in the event of chance occurrence, unavoidable accident or an Act of God as defined by the laws and precedents of the applicable jurisdictions.

Nor in any event will the Merchant be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, or any other damages arising out of or in any way connected with the store, the software, and any information available in connection therewith, or inability to use the software, subscriptions or any information, even in the event of the Merchant's or its affiliates' fault, tort (including negligence), strict liability, breach of contract, or breach of the Merchant's warranty and even if the Merchant has been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate recompense.



You agree to defend, indemnify and hold harmless the Merchant, its licensors, and its and their affiliates from all liabilities, claims and expenses, including attorneys' fees, that arise from or in connection with breach of these Terms of Sale or the use of the Store, by you or any person(s) using your Account, or from the Product selection to the creation of an Account, the purchase, distribution, promotion and use of any add-ons or derivative Products. The Merchant holds the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to the Merchant in that matter. This section regarding responsibilities shall survive termination of these Terms of Sale.

If you provide the Merchant with any feedback or suggestions about the Store, or any Merchant's software, products or services, the Merchant is free to use the feedback or suggestions however it chooses, without any obligation to account to you.

The Merchant and its affiliates will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed.

The Merchant may inform you through an online notice in the case of systems' maintenance, and shall not be held responsible for any incurring ensuing delays or consequences.

### **Product Information**

All photographs used to illustrate the Merchant's Products and services are non-contractual and cannot bind the Merchant in any way.

Unless expressly indicated otherwise, the Merchant is not the manufacturer of the products sold on the Website. While we work to ensure that Product information on our Website is correct, actual Product packaging and materials may contain more and different information to that displayed on our Website. All information about the Products on our Website is provided for information purposes only. We recommend that you do not rely solely on the information presented on our Website. Please always read labels, warnings and directions provided with the Product before use.

### **Customers' public statements**

Visitors may post reviews, comments and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. We hold the right to remove or edit such content. If you believe that any content on or advertised for sale on any Merchant's Service contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on any Merchant's Service, please notify us by contacting our customer support and we will respond.

If you post content or submit material, and unless we indicate otherwise, you grant: (a) the Merchant a non-exclusive, royalty-free and fully sublicensable and transferable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and (b) the Merchant, its sublicensees and transferees the right to use the name that you submit in connection with such content, if they choose. No moral rights are assigned under this provision.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. To the extent permitted by law, you agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to the Merchant including the execution of deeds and documents, at our request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is true and accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify the Merchant for all claims brought by a third party against the Merchant arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content arising out of or on the grounds of, or originating from the content that you have communicated to us.

If you believe that any content on, or within a product advertised for sale on, the Website contains a defamatory statement, please notify the Merchant immediately.

### **Applicable Law – Competent Jurisdiction**

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE MERCHANT, ITS LICENSORS, AND ITS AND THEIR AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

You agree that these Terms of Sale shall be deemed to have been made and executed in the State of New Hampshire, and any dispute arising hereunder shall be resolved in accordance with the law of New Hampshire. Subject to Dispute Resolution by Arbitration below, you agree that any claim asserted in any legal proceeding by you against the Merchant shall be commenced and maintained exclusively in New Hampshire, having subject matter jurisdiction with respect to the dispute between the parties and you hereby consent to the exclusive jurisdiction of such courts. In any dispute arising under these Terms of Sale, the prevailing party will be entitled to attorneys' fees and expenses.

Nothing in these Terms of Sale limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or willful misconduct.

If any of these Terms of Sale is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

If you breach these Terms of Sale and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Sale.

#### DISPUTE RESOLUTION BY ARBITRATION

Most user concerns can be resolved by use of our support at [support@royaltie.com](mailto:support@royaltie.com). If we are unable to resolve your concerns and a dispute remains between you and us, this section explains how we agree to resolve it.

YOU AND THE MERCHANT AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN US IN INDIVIDUAL BINDING ARBITRATION. THAT INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR RELATING TO: (i) ANY ASPECT OF THE RELATIONSHIP BETWEEN US; (ii) THIS AGREEMENT; OR (iii) YOUR USE OF THE STORE, YOUR ACCOUNT OR THE MERCHANT SOFTWARE. IT APPLIES REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, STATUTE, FRAUD, UNFAIR COMPETITION, MISREPRESENTATION OR ANY OTHER LEGAL THEORY.

However, this Section does not apply to the following types of claims or disputes, which you or the Merchant may bring in any court with jurisdiction: (i) claims of infringement or other misuse of intellectual property rights, including such claims seeking injunctive relief; and (ii) claims related to or arising from any alleged unauthorized use, piracy or theft.

This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

Arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. YOU UNDERSTAND THAT YOU AND THE MERCHANT ARE GIVING UP THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

You and the Merchant agree to make reasonable efforts, in good faith, to informally resolve any dispute before initiating arbitration. A party who intends to seek arbitration must first send the other a written notice that describes the nature and basis of the claim or dispute and sets forth the relief sought. If you and the Merchant do not reach an agreement to resolve that claim or dispute within 30 days after the notice is received, you or the Merchant may commence arbitration. Written notice to the Merchant must be sent via postal mail.

YOU AND THE MERCHANT AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION. The ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT

OF THAT PARTY'S INDIVIDUAL CLAIM. You and the Merchant also agree not to seek to combine any action or arbitration with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.

If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration should be found illegal or unenforceable, you and the Merchant agree that it shall not be severable, that this entire section shall be unenforceable and any claim or dispute would be resolved in court and not in collective arbitration.

Notwithstanding this Section, you have the right to litigate any dispute in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the dispute, are satisfied.

These terms shall apply to the maximum extent permitted by applicable law. If the laws of your jurisdiction prohibit the application of some or all of the provisions, of this section alone, such provisions will not apply to you.

Except as otherwise expressly stipulated in these Terms of Sale, in the event that any provision of these Terms of Sale shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect. These Terms of Sale, the Merchant's Privacy Policy and the Members Programs Terms and Conditions constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.

If you believe that your rights are being infringed, please contact us. We respond expeditiously to rights owners and their agents to communicate concerns about any alleged infringement.

Upon receipt of your infringement notice we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, for all of which we hold an unmitigated discretion to execute. Furthermore, by submitting an infringement notice, you grant the Merchant the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding your infringement notice to the parties involved in the provision of the allegedly infringing content. You agree to indemnify the Merchant for all claims brought by a third party against the Merchant arising out of or in connection with the submission of your infringement notice.