### **TERMS AND CONDITIONS**

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### **SCOPE OF TERMS**

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We may change these Terms at any time without notice. The most current version will be available by clicking on a link at the bottom of the first page on our Website. Continued access to the Website by you will constitute your acceptance of any changes or revisions to the Terms. You are bound by any such changes and should therefore visit this page periodically to review these Terms of Use.

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### **GENERAL USAGE RULES**

You agree not to disrupt, modify or interfere with Website, or its associated software, hardware, and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You further agree not to alter or tamper with any information or materials on or associated with Website.

Other than connecting to service provider's servers by http requests using a web browser, you may not attempt to gain access to our service provider's servers by any means. You agree not to access the Website by any means other than through the interface that is provided by us for use in accessing the Website.

### TERMS AND CONDITIONS FOR PURCHASES OF PRODUCTS.

All orders are subject to the Company's standard conditions and terms of sale, unless otherwise agreed to in writing by the Company.

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You agree to defend, indemnify, and hold us, our officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and related fees and expenses, resulting from, or alleged to result from, your violation of these Terms.

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If you believe any materials accessible on or from the Website infringe your copyright, trademark or other legal rights, you may request removal of those materials (or access thereto) from the Website by contacting us by means of the Contact Us link on the bottom of the first page of the Website.

## TERMINATION AND MODIFICATION

You agree that we may without prior notice, discontinue, temporarily or permanently, the Website (or any part thereof) or eliminate your account, any associated email address, and remove any information you uploaded or provided to the Website with or without notice. Cause for termination shall include, but not be limited to, (a) violations of these Terms, (b) requests by law enforcement or other government agencies, (c) a request by you (d) discontinuance or material modification to the Website, or (e) technical or security issues or problems.

### **ENTIRE AGREEMENT**

The Terms and the policies, rules and guidelines posted on the Website constitute the entire contract between you and us concerning the Website and supersede all previous written or oral contracts. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## CHOICE OF LAW AND PLACE FOR RESOLVING DISPUTES

The law of the State of Illinois governs this contract and any claim or dispute that you may have against us, without regard to its conflict of laws, rules, and the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us will be exclusively resolved by a state court located in Cook County, Illinois. You irrevocably consent to the venue and jurisdiction of such courts.

BY AGREEING TO THIS AGREEMENT, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE COURTS IN COOK COUNTY, ILLINOIS OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN COOK COUNTY, ILLINOIS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS

### **ASSIGNMENTS**

We may assign this contract at any time without notice to you. You may not assign this contract to anyone else.

# ACCEPTANCE OF AGREEMENT

Your continued use of the Website constitutes your acceptance of these Terms as a legal contract and the equivalent of an electronic signature. Users warrant and represent that they are at least eighteen (18) years of age. Users and the person accepting this Agreement on behalf of any user that is a proprietorship, corporation, partnership or other entity, represent that such person is duly authorized by all necessary and appropriate corporate or other action to accept this contract on behalf of the user.