

## General terms and conditions

x-cart

2838 Garrison Street

San Diego NY 92106

United States

E-Mail: sales@x-cart.com

This site is maintained as a service to our customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

- 1. Agreement.** This Agreement (the "Agreement") specifies the Terms and Conditions for access to and use of this site and describes the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by x-cart upon posting of the modified agreement. Any such modifications shall be effective immediately. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
- 2. Ownership.** All content included on this site is and shall continue to be the property of x-cart or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Content shall include but not be limited to text, graphics, appearance, visual elements, design, concepts, business models, operational models, databases, collections of links, hyper text markup language (HTML) code, scripts, and all products sold. Any copying, redistribution, sale, reengineering, deconstructive works, use or publication by you of any such content or any part of the Site is strictly prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other claim, interest or title in any content by or through your use of this site.
- 3. Trademarks.** Trademarks appearing on this site are protected by law and you cannot use any such trademarks in any manner without the express written permission of the trademark owner.
- 4. Site Use.** x-cart grants you a limited, revocable, nonexclusive license to use this site only for the purpose of shopping for personal items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Use of this site is strictly prohibited for republication, distribution, assignment, sub-license, sale, preparation of derivative works, or other unauthorized use. You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of this Agreement or any law. You further represent and warrant that you own or otherwise control all of the rights to the information you provide to the Site, including without limitation financial information, and agree that you shall not use false contact or financial information, pretend to be someone other than yourself or

otherwise mislead us or third parties. The use of this website is at the discretion of x-cart, which may terminate your use of this website at any time, at its sole discretion. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

You shall not upload to, distribute, or otherwise publish through this Site any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

We may assign you a password and account identification to enable you to access and use certain portions of this Site. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and we have no obligation to investigate the authorization or source of any such access or use of the Site. **YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.** You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security.

5. **Typographical Errors.** In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for the product(s) listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account in the amount of the charge.

6. **Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the website. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

7. **Indemnification.** You agree to indemnify, defend and hold x-cart and its directors, officers, shareholders, partners, employees, affiliates, successors, and assigns 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.

8. **Disclaimer.**

**THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. x-cart DISCLAIMS ALL**

WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

#### 9. Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL x-cart BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

10. Use of Information. x-cart reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

11. Reviews And Comments. Except as otherwise provided elsewhere in this Agreement or on the Site, all information, ideas, suggestions, reviews, comments or other communications you submit or post to the Site shall be on a non-confidential basis. x-cart shall be free to reproduce, use, disclose and distribute such communications without limitation or obligation. All such submissions shall automatically become our sole and exclusive property and shall not be returned to you. When you post comments or reviews to the Site, you also grant us the right to use the name that you submit with any review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other content that you post on this Site and that use of your reviews, comments, or other Content by us will not infringe upon or violate the rights of any third party. You shall not use a false e mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any submissions or content. We may, but shall not be obligated to, remove or edit any submissions (including comments or reviews) for any reason.

12. Copyrights. If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to x-cart:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of Claims of copyright infringement on the Site shall be submitted to x-cart.

13. **Applicable Law.** You agree that the laws of the United States of America, without regard to conflicts of laws provisions, will govern these Terms and Condition of Use and any dispute that may arise between you and x-cart or its affiliates.

14. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

15. **Termination.** x-cart may terminate this Agreement at any time, with or without notice, for any reason.