

MERCHANT WEB SITE USER AGREEMENT

You (the “User”) must comply with the terms and conditions set out in this agreement (the “User Agreement”) in your use of this web site and the purchase of any products and services provided on this web site by [PRODUCT PROVIDER] (the “Merchant”). The terms and conditions set out in this User Agreement supersede any policies described in any other literature posted online or otherwise published by the Merchant.

1. Prices and Payment

- (a) The User understands that he/she will have to provide credit card or other payment information (the “Information”) to the Merchant in order to be able to purchase or license products and services provided on this web site. The User represents that the Information provided shall be accurate and complete. The manufacturers or owners of the products and services provided on the Merchant’s web site (the “Owners”) will use the Information to charge the User for any products or services purchased or licensed from this web site.
- (b) The Merchant reserves the right, in its sole discretion, to modify, update, change, adjust or otherwise make amendments, at any time and without prior notice, to its product descriptions, warranties and prices, due to errors, product discontinuation, cost adjustments, changing market conditions or any other business factor.
- (c) All prices are subject to applicable state/provincial and federal sales and goods and services taxes, handling charges and shipping charges.
- (d) All orders for shipment outside of [country] may be subject to additional taxes, shipping charges, tariffs, customs and duties, all of which shall be paid and provided for solely by the User.

2. Jurisdictional Restrictions

The Merchant’s web site can be accessed from any jurisdiction worldwide which has access to the Internet. The User understands that, due to governmental restrictions in some areas, some or all of the products and services provided on this web site may not be available for purchase or licensing to persons or entities residing in certain jurisdictions or geographical areas. The Merchant reserves the right, in its sole discretion, to exclude or otherwise limit the provision of any product or service to a person or entity residing in any jurisdiction or geographical area where such restrictions apply. The Merchant does not represent or warrant that any product or service provided on this web site will be available for purchase or licensing to the User.

THIS IS A 2-PAGE FORM.