

SELLMARK®

Sellmark.net

Terms of Sale and Conditions

INTRODUCTION

Thank you for visiting [Sellmark.net](http://sellmark.net)!

These Terms of Sale and Conditions for purchase of Products and any other terms referred to in these terms, such as terms provided in the [Return Policy](#) and [Warranty Policy](#) ("**Terms**"), apply between you and [Sellmark Corporation](#), a Texas corporation whose principal place of business is at 2201 Heritage Parkway, Mansfield, TX 76063, United States (herein referred to as "**Sellmark**" or "**We**"), when you purchase products and/or accessories from the **Sellmark** website through **Sellmark** e-commerce systems Sellmark Nexus or Google Store (The Sellmark website <http://sellmark.net>, Sellmark Corporation's enterprise system <http://sellmarknexus.com>, and the **Sellmark** merchant account at <http://store.google.com> is a group of online services herein referred to as "**Sellmark.net**").

Please carefully read these **Terms**. By ordering a Product from **Sellmark.net**, you are agreeing to these **Terms**. If you order through Google Store, you are also agreeing to Google's [Terms and Conditions](#) for the portions of the sale displayed managed and processed by Google Store. If you do not understand the **Terms** or do not accept any part of them, do not place an order. Placing an order constitutes acceptance to these Terms of Sale and Conditions and is herein referred to as the "**AGREEMENT**".

If you purchase a **Sellmark** product or accessory through a **Sellmark** reseller or distributor, then Privacy Policy, Terms of Service for services not related to factory warranty and product registration, Return Policy, Refund Policy, final prices and sales terms will be between you and the reseller or distributor; however, this **AGREEMENT** still applies to your possession and use of products and services [registered](#) at **Sellmark.net**, specifically regarding **Sellmark** export compliance, use of the Product, prohibited uses, limitation of liability, indemnification, governing law, modification to services, optional tools, third party links, personal information, events beyond reasonable control, severability, and warranty.

GENERAL CONDITIONS

We reserve the right to refuse products and services to anyone for any reason at any time.

You understand that your personal content is governed by the Terms of Service for the **Sellmark** website as well as the e-commerce system where you make your purchase.

The headings used in this **AGREEMENT** are included for convenience only and will not limit or otherwise affect these **Terms**.

ONLINE STORE TERMS

By agreeing to these **Terms**, you represent that you are at least the age of majority in your state or province of residence and you are of sound mind, able to enter into your own binding legal agreements.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the **AGREEMENT**, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the **Terms** will result in an immediate termination of our responsibilities under this **AGREEMENT**.

METHODS OF PAYMENT

Visa, MasterCard, or American Express pre-paid credit or gift cards as well as other methods of payment supported in your region by the e-commerce purchase site and available at the time of the purchase.

ORDER AND PAYMENT

When you place an order for a product at **Sellmark.net**, you permit **Sellmark.net** to charge the credit card, debit card or other payment method you have chosen for your purchase in the total amount of your order (including any shipping charges and taxes).

Sellmark reserves the right to reject your order.

If purchased through Google Store, Google reserves the right to reject your order. For example, you may require an export license, you do not live in a country from which Products may be purchased via the or you order more than the permitted maximum number of Products.

If purchased through Google Store, on acceptance of your order by Google, Google will send you an email which will include details of your order and an order number that you should refer to if you have any follow-up queries.

COUNTRY AVAILABILITY AND SUPPORT

Sellmark products are available for sale internationally, but **Sellmark.net** is only intended for North American sales in the United States. **Sellmark** purchases shipped from the United States that have an end destination or a shipping address outside of the United States require an export license from the appropriate authorities.

WARRANTY SUPPORT, RETURNS, DAMAGES, AND EXCHANGES

Your purchases of non-promotional **Sellmark** products registered at **Sellmark.net** are covered by a 10-year limited warranty on mechanical parts (eye piece, lenses, adjustment knobs and on/off switch), laser diodes, LEDs, night vision intensifier tubes, digital CCD chips, CMOS chips, thermal cores, LCD and OLED displays.

In the event of a defect under this warranty, we will, at our option, repair or replace the product. This warranty does not cover damages caused by misuse or improper handling by the owner or other persons in possession of the Product whether known or unknown to the owner. Also, this warranty is null and void if modification or maintenance is provided by someone other than **Sellmark**. This warranty is non-transferable and is only valid if the product is registered within 30 days from the date the product was purchased. International Warranty Coverage is not available outside the United States.

To receive a Return Authorization number for warranty service, or out-of-warranty repair, you will need to do the following:

1. Fill out the online Warranty Return Authorization Form.
2. Once the request has been received you will either receive a reply email that contains all necessary return information or a customer service representative will contact you and give you a Return Authorization number over the phone.

If you are sending in a product for a warranty repair, you will be required to fill out the Warranty Return Authorization Form. Once the form has been received and processed, you will receive a confirmation email containing your Return Authorization number and a PDF Return Form. The Return Form must be filled out completely, and mailed in with your product. In order for your repair to be successfully fulfilled, **be sure to closely follow all instructions outlined by the Return Form**.

If any of the aforementioned instructions are not properly followed, your request cannot be processed and the product will be held until you are contacted, and proper documentation is received.

To send in the product, you will be required to include the following items:

1. The printed filled out PDF Repair Form that was emailed to you from **Sellmark.net**.
2. The defective product.
3. Copy of the original receipt showing when and where the product was purchased.
4. The Return Authorization Number printed on the box, with a return address.

This warranty is non-transferable and is only valid if the product is registered within 30 days after the product has been purchased.

OTHER THAN THE WARRANTIES REFERRED TO IN THE TERMS OF SALE AND CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **Sellmark** EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING ANY DEVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

EXPORT COMPLIANCE

The United States Government regulates the export and in-country transfer of night vision equipment and dual-use items - items that can be used for military as well as for civilian applications. The Department of State through the Directorate of Defense Trade Controls (DDTC) enforces the International Trade in Arms Regulations (Title 22, Code of Federal Regulations Part 120-130) while the Department of Commerce, through the Bureau of Industry and Security (BIS) enforces the Export Administration Regulations (Title 15, Code of Federal Regulations Part 730-780). Depending on the country of destination, the parties involved and the classification of the product, an export license might be required from the Department of Commerce or the Department of State. It is the policy of **Sellmark** to comply with all applicable export laws and regulations. Under no circumstances, will **Sellmark** export products without obtaining an export license from relevant export authorities. It is unlawful to export, attempt to export or transfer controlled items to foreign destinations and/or to Foreign Persons (non US citizens or permanent residents) whether abroad or in the United States without first obtaining an export license from the Department of State or Department of Commerce.

Please consult the following links for detailed information and licensing requirements.

US Department of Commerce

Bureau of Industry and Security www.bis.doc.gov/

To speak with an export counselor, you may call one of the following numbers:

(202) 482-4811 - Outreach and Educational Services Division (located in Washington, DC)

(949) 660-0144 - Western Regional Office (located in Newport Beach, CA)

(408) 998-8806 - Northern California branch (located in San Jose, CA)

or e-mail your inquiry to the Export Counseling Division of the Office of Exporter Services at: ECDOEXS@bis.doc.gov

US Department of State

Directorate of Defense Trade Controls www.pmdtcc.state.gov/licensing

The DDTC Response Team provides responses to the full range of defense trade inquiries, and can significantly facilitate your defense trade solutions while affording licensing and other officers in DDTC more time for casework.

DDTC Response Team
Contact Information:
Phone: (202) 663-1282
E-mail: DDTCResponseTeam@state.gov

If you have any question or need further assistance regarding export compliance issues for any **Sellmark** products, please contact:

Carlos Sanchez
Director of Trade Compliance
csanchez@sellmark.net
817-225-0310

REFUND POLICY

For a refund from **Sellmark** you must have purchased the product from **Sellmark** through **Sellmark.net** or by direct sale from **Sellmark**. If you purchased a **Sellmark** product or accessory through a **Sellmark** reseller or distributor, then the **Sellmark** Refund Policy detailed in this **AGREEMENT** does not apply and Refund Policy will be between you and the reseller or distributor. If the Refund Policy does apply to you, then the first purchase of any model has a 14 day, 100% satisfaction guarantee where if for any reason, you are not completely satisfied with a particular product you may return it for a full credit within the first 14 days with your proof of purchase. To begin the process of obtaining a refund, please fill out the [Return Authorization Form](#) located at Sellmark.net under the Support ribbon tab or in the page footer and follow the Procedure detailed under the **WARRANTY SUPPORT, RETURNS, DAMAGES, AND EXCHANGES** section above. If you have any questions, please call technical support at 1-817-225-0310.

PRICES AND TAXES

The Product price displayed on the purchasing website does not include any shipping charges. Information about shipping charges will also be presented at checkout before you place your order or can be looked up using the UPS Shipping Calculator or finding the rate at usps.com. **Sellmark.net** waives shipping fees on orders more than \$100 in non-promotional product sales for UPS Ground and Priority Mail shipments within the Continental United States lower 48 states.

Applicable taxes will usually be presented at checkout; however, in some circumstances we may notify you that you are responsible for determining whether certain taxes apply.

All prices displayed on the website are subject to change at any time without notice.

Should **Sellmark.net** reduce its price on any Product within 14 days from the date you order it, you must contact **Sellmark** within 14 days of the price change to request a refund or credit for the difference between the price you were charged and the reduced price. Please note that this excludes limited-time price reductions, such as special sales events (such as Black Friday and Cyber Monday) and offers advertised as limited in quantity.

Sellmark.net may also provide promotional offers or prices related to the sale of Products. If so, any terms applicable to such promotional offers or prices will control in the event of a conflict with these **Terms**.

DELIVERY

We may not be able to deliver to all locations. Please consult our Country Availability for locations to which we will deliver your Product. The **Sellmark.net** website is intended for North American sales. If **Sellmark** does not ship a Product to the address you provided, you will be sent a notice and you will not be charged for your order. Delivery rates are determined by the carrier and method of delivery at the time of delivery. Methods of Delivery currently supported are onsite pick up (see contact information for more details), UPS® Ground, UPS® Ground (US 48), USPS Priority Mail® Nexus(US 48), and US Postal Service Domestic Priority Post (USPSDP).

The sender is responsible for shipping charges on Returns, Refunds, and Warranty Exchanges items sent to **Sellmark**.

If a Product cannot be successfully delivered because you have provided incorrect or incomplete delivery information or delivery requires an export license and you have not provided one, the Product will be returned to **Sellmark**. In that case you will not be charged for the Product (or charges already incurred will be reversed using the initial payment method or your Google Payments account if purchased through Google), but you may be charged for shipping (and such charges will not be reversed). If a Product is not successfully delivered because we made a mistake, you will not be charged at all and all charges will be reversed.

If you do not receive your Product, please contact **Sellmark**.

Any delivery dates or times provided by **Sellmark.net** (or a delivery agent) are estimates only and are not guaranteed.

PRICING MISTAKES

We try very hard to make sure there are no mistakes in the prices that appear on **Sellmark.net**. In the unlikely event that a mistake happens, such as through a product feed failure, you agree that **Sellmark.net** will not be bound by that incorrect price, unless your credit card, debit card or other payment method in your Google Payments account has already been charged. If a mistake is discovered and you haven't been charged yet, we will let you know the correct price and you will be given the option to continue with your order at the correct price or cancel it.

USE OF THE DEVICE

Please carefully read any instructions that come with the Product, including instructions that may be available online. Further, you agree to comply with any software license agreements applicable to your use of software on the Product. **Sellmark** may also provide software updates/upgrades that you will need to install in order to make the best possible use of the functionality of your Product and/or **Sellmark** services on your Product. Use of that software may be subject to additional licensing terms.

DEVICE TECHNICAL SPECIFICATIONS

Battery life for your Product and other specifications, as described in any Product description page, will depend on Product settings, usage, and many other factors. Battery tests are conducted using specific Product units; actual results may vary. Products with storage capacity may be preformatted with operating system software and other files. As a result, actual formatted capacity will be less than the memory listed in any Product description page on the product page.

RETURN POLICY

Returns and refunds are governed by our Refund Policy, which is available [here](#), and our Warranty Policy which is available [here](#).

PRIVACY POLICY

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

PRIVACY POLICY - What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, credit card information or other details to help you with your experience.

PRIVACY POLICY - When do we collect information?

We collect information from you when you register on our site, place an order, subscribe to a newsletter, fill out a form or enter information on our site.

PRIVACY POLICY - How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize user's experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To improve our website in order to better serve you.
- To allow us to better service you in responding to your customer service requests.
- To administer a contest, promotion, survey or other site feature.
- To quickly process your transactions.
- To send periodic emails regarding your order or other products and services.

PRIVACY POLICY - How do we protect visitor information?

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible. We use regular Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order to maintain the safety of your personal information. All transactions are processed through a gateway provider and are not stored or processed on our servers.

PRIVACY POLICY - Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

PRIVACY POLICY - We use cookies to:

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.
- Keep track of advertisements.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future.

We may also use trusted third party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If you disable cookies off, some features will be disabled It won't affect the users experience that make your site experience more efficient and some of our services will not function properly.

However, you can still place orders.

PRIVACY POLICY - Third Party Disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

PRIVACY POLICY - Third party links

We do not include or offer third party products or services on our website, except where Google does so while selling items in the portion of **Sellmark.net** that resides at Google Store.

PRIVACY POLICY - Google AdSense, Google Analytics, and BazaarVoice

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. <https://support.google.com/adwordspolicy/answer/1316548?hl=en>

Google Store uses Google AdSense Advertising on their advertising when selling as **Sellmark.net**.

Google, as a third party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on their visit to our site and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

We use Google Analytics on our website to track effectiveness of promotions and sales. As per the [Terms of Service](#) for Google Analytics, no self-identifying information is tracked.

We use BaazarVoice on our website to syndicate product reviews, to display fair and unbiased ratings of our company and products with our product data, and allow individuals who have purchased our products to answer questions new potential customers might have about our products. See the Bazaar Voice [Terms of Use](#) for more details.

PRIVACY POLICY - We have implemented the following:

- **Demographics and Interests Reporting**
We along with third-party vendors, such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions, and other ad service functions as they relate to our website.

Opting out:

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively,

you can opt out by visiting the Network Advertising initiative opt out page or permanently using the Google Analytics Opt Out Browser add on.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. - See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA we agree to the following:

Users can visit our site anonymously

Once this privacy policy is created, we will add a link to it on our homepage, or as a minimum on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above. Users will be notified of any privacy policy changes:

- On our Privacy Policy Page
Users are able to change their personal information:
 - By emailing us
 - By calling us
 - By logging in to their account

How does our site handle do not track signals?

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third party behavioral tracking?

It's also important to note that we allow third party behavioral tracking

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under 13, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under 13.

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via email

- Within 7 business days

We will notify the users via in site notification

- Within 7 business days

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service.
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred

To be in accordance with CANSPAM we agree to the following:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

If at any time you would like to unsubscribe from receiving future emails:

- Follow the instructions at the bottom of each email.
and we will promptly remove you from **ALL** correspondence.

ACCURACY COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this **Sellmark.net** is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on websites is at your own risk as per the website's Terms of Service.

Sellmark.net may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. **We** reserve the right to modify the contents of **Sellmark.net** at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO SERVICES AND PRICES

Prices for **Sellmark.net** products are subject to change without notice.

We reserve the right at any time to modify or discontinue services (or any part or content thereof) contained in our websites without notice at any time as per our Terms of Service for our websites.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of services made available in our websites as per our Terms of Service for our websites.

PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the services governed by our Terms will be corrected.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy above.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through **Sellmark.net** is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to the [Terms of Service](#) for the website.

THIRD-PARTY LINKS

Certain content, products and services available from **Sellmark** and available via its website may include materials from third-parties.

Third-party links on this website may direct you to third-party websites that are not affiliated with **Sellmark**. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these **Terms**.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of Service related to the Product purchased or any related website. You may 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 comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. See Privacy Policy above and the [Terms of Service](#) for the website used for details.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the **Terms**, you are prohibited from using our site or Product or accessories or content or promotional material for: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of **Sellmark.net** or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of Services that might be required for completion of these **Terms** or access to any related website for violating any of the prohibited uses.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **Sellmark** AND ITS SUBSIDIARIES AND AFFILIATES, INCLUDING SUPPLIERS (COLLECTIVELY, "**Sellmark PARTIES**") SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE DEVICE OR THESE **TERMS**, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT A **Sellmark PARTY** OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE **Sellmark PARTIES'** TOTAL LIABILITY IN CONNECTION WITH THE DEVICE OR THESE **TERMS** WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO **Sellmark** UNDER THESE **TERMS**.

Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

GOVERNING LAW AND JURISDICTION

The laws of Texas, U.S.A. apply to these **Terms**, excluding Texas choice of law rules, and will apply to any disputes arising out of or relating to these **Terms**. Claims arising out of or relating to these **Terms** will be subject to the

exclusive jurisdiction and venue of the courts in Tarrant County, Texas, U.S.A and the laws of 2201 Heritage Parkway, Mansfield, TX, 76063, United States.

CHANGES TO THE TERMS

The **Terms** in effect at the time you place an order for the Product will apply to such order and Product. **Sellmark** reserves the right to make changes to these **Terms** from time to time, and any such changes will apply to future orders.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this **AGREEMENT** for all purposes.

These **Terms** are effective unless and until terminated by either you or us. You may terminate these **Terms** at any time by notifying us that you no longer wish to use our Services, or when you cease use, sale, or distribution of our products, Products, accessories, and sites, or immediately upon misuse of services, such as malicious attempts to misuse, destroy, disturb, interrupt and/or hack our service sites, forcing us to block use of services required to fulfill our end of our obligation.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these **Terms**, we also may terminate this **AGREEMENT** at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

EVENTS BEYOND REASONABLE CONTROL

Neither party will be responsible for any delay or failure to comply with these **Terms** if the delay or failure arises from any cause which is beyond its reasonable control.

NO WAIVER

If you do not comply with these **Terms**, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

INDEMNIFICATION

You agree to indemnify, defend and hold harmless **Sellmark** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these **Terms** or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

If it turns out that a particular term is not enforceable, this will not affect any other terms. In the event that any provision of these **Terms** is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these **Terms**, such determination shall not affect the validity and enforceability of any other remaining provisions.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these **Terms** shall not constitute a waiver of such right or provision.

These **Terms** and any policies or operating rules posted to **Sellmark.net** or published in respect to these **Terms** constitutes the entire **AGREEMENT** and understanding between you and us and govern your **AGREEMENT**, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the **Terms**).

Any ambiguities in the interpretation of these **Terms** shall not be construed against the drafting party.

CONTACT INFORMATION

Phone: 1 (817) 225-0310
Fax: 1 (817) 394-1628
Business Hours: Mon. - Fri. 8:00am - 5:00pm CST

Address:

2201 Heritage Parkway
Mansfield, TX 76063

Questions about these **Terms** can be sent to info@sellmark.net.

EFFECTIVE DATE: September 7th, 2016