



BEMODO TERMS & CONDITIONS

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We reserve the right to modify or amend the Terms from time to time without notice. Your continued use of our Web Site following the posting of changes to these terms will mean you accept those changes. Additional terms and conditions may apply to the purchase of products, such as shipping and return policies. By using this Web Site, you agree to such terms and conditions, as well as these Terms and our Privacy Policy.

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All features, content, specifications, products, and prices of products and services described or depicted on this Web Site are subject to change at any time without notice. Certain weights, measures, and similar descriptions are approximate and are provided for convenience purposes only. We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on this Web Site at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) regarding the possession, use, and sale of any item purchased from this Web Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. All videocassettes, DVDs, and similar products sold are for private, home use (where no admission fee is charged), non-public performance and may not be duplicated.

3 . S H I P P I N G L I M I T A T I O N S

When an order is placed, it will be shipping to an address designated by the purchaser if that shipping address is compliant with the shipping restrictions contained on this Web Site. All purchases from this Web Site are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Web Site pass to you upon delivery of the items to the carrier.

4 . A C C U R A C Y O F I N F O R M A T I O N

We attempt to ensure that information on this Web Site is complete, accurate, and current. Despite our efforts, the information on this Web Site may occasionally be inaccurate, incomplete, or out of date. Except as prohibited by applicable Idaho law, we make no

representation as to the completeness, accuracy, or currency of any information on this Web Site. For example, products included on this Web Site may be unavailable, may have different attributes than those listed, or may actually carry a different price than that stated on this Web Site. In addition, we may make changes in information about price and availability without notice. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

5 . T H I R D - P A R T Y L I N K S

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6 . U N A U T H O R I Z E D U S E O F C O M P U T E R S Y S T E M

You are prohibited from posting or sending any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and his or her agents to civil and criminal penalties. You further understand and agree that sending unsolicited email advertisements to any user of the Web Site or the Web Site or through Voice computer systems is expressly prohibited by these Terms. Any such unauthorized use of our computer systems is a violation of these Terms and applicable "anti-spam" laws. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this Web Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

7 . A C C O U N T S E C U R I T Y

You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services and Web Site.

8 . U S E R G E N E R A T E D C O N T E N T – I N F O R M A T I O N C O N T R O L

All opinions, remarks, comments, artwork, graphics, photographs, links, questions, suggestions, information, videos and other materials that you or other users of the Web Site post to the Web Site or transmit using the Web Site (“User-Generated Content”) do not represent the views of Bemodo or any individual associated with Bemodo, and we do not control this User Generated Content. In no event shall you represent or suggest, directly or indirectly, Bemodo endorsement of User Generated Content. Bemodo does not vouch for the accuracy or credibility of any User Generated Content on our Web Site and does not take any responsibility or assume any liability for any actions you may take as a result of reading User Generated Content on our Web Site. Through your use of the Web Site and Services, you may be exposed to User-Generated Content that you may find offensive, objectionable, harmful, inaccurate, or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues, and foreign nationals. By using our Web Site, you assume all associated risks.

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1 0 . F E E S

For all charges for any products and services sold on the Web Site, Bemodo will bill your credit card or alternative payment method offered by Bemodo. Any seasonal surcharges will be

included in your order's delivery total and are non-refundable. In the event legal action is necessary to collect on balances due, you agree to reimburse Bemodo for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services, and telecommunications services needed for use of this Web Site.

11 . A C C E S S A N D I N T E R F E R E N C E

You agree that you will not use any robot, spider, scraper, or other automated means to access the Web Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Web Site or any activities conducted on the Web Site; or (iii) bypass any measures we may use to prevent or restrict access to the Web Site.

12 . F O R C E M A J E U R E

Neither Bemodo nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

13 . P R I V A C Y

Your use of our Web Site and Services is subject to our Privacy Policy. Please read our Privacy Policy at www.BEMODO.com.

14 . D I S C L A I M E R

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duty to update such information, materials, or services. Neither Bemodo, nor any of its respective affiliates, warrants that the functions contained in this Web Site will be uninterrupted or error-free, that defects will be corrected, or that the server that makes the content available will be free of viruses or other harmful components. Except as prohibited by applicable Idaho law, we hereby disclaim all warranties of any kind, either express or implied, including, any implied warranties with respect to the products and services listed or purchased on or through this Web Site. Without limiting the generality of the foregoing, we hereby expressly disclaim all liability for product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation, except as prohibited by applicable Idaho law. We make no warranties to those defined as "consumers" in the Magnuson-Moss Warranty Act.

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limited to, negligence), or otherwise exceed the greater of (a) fifty dollars (\$50.00) or (b) the value of your purchase on the Web Site.

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17 . I N D E M N I T Y

Except as prohibited by applicable Idaho law, you agree to defend, indemnify and hold Bemodo and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to any violation of these Terms by you or your authorized users, or in connection with the use of the Web Site or the Internet or your purchases or the placement or transmission of any message or information on this Web Site by you or your authorized users or your violation of any law or the rights of a third party.

18 . R E L E A S E

In the event that you have a dispute with one or more other users of the Web Site, you release Bemodo (and its officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

19 . T E R M I N A T I O N

You or we may suspend or terminate your account or your use of this Web Site at any time, for any reason or for no reason. You are personally liable for any orders placed or charges incurred through your account prior to termination. We may also block your access to our Web Site in the event that (a) you breach these Terms of Service; (b) we are unable to verify or

authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

20. WEB SITE DISPUTES

“Web Site Disputes” include: (a) any claim you may have against Bemodo in connection with the Site, (b) any claim Bemodo may have against you in connection with the Site, and (c) any action to enforce the Terms and Conditions or to object to the Terms and Conditions.

All other disputes are Non-Web Site Disputes. Any claim arising from your purchase of an Bemodo product or service is a Non-Web Site Dispute. Any claim arising from the content of any offer or advertisement on the Site is a Non-Web Site Dispute.

21. WEB SITE DISPUTE RESOLUTION – ARBITRATION, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER

Neither you nor we will be able to sue in court in connection with a Web Site Dispute. All Web Site Disputes must be resolved through individual (non-class) arbitration. You indicate your acceptance of these Terms and Conditions, including this agreement to arbitrate, by continuing to use the Site after having the opportunity to review these Terms and Conditions.

You and Bemodo intend for this to be an agreement for arbitration that can be enforced under the Federal Arbitration Act (FAA), 9 U.S.C.A. §§ 1–16.

You and Bemodo waive any rights to maintain other available resolution processes for Web Site Disputes, such as a court action or administrative proceeding, to settle disputes. You and Bemodo waive any right to a jury trial for Web Site Disputes.

Instead of suing in court, we each agree to settle Web Site Disputes only by arbitration. The rules in arbitration are different. There’s no judge or jury, and review is limited, but an arbitrator can award the same damages and relief and must honor the same limitations stated in the agreement as a court would.

Any Web Site Dispute shall be determined by arbitration in Idaho before one arbitrator(s). The parties may ask any court of competent jurisdiction to select an arbitrator from a list provided by the parties.

To the extent, a party commences any action which includes both Web Site Disputes and Non-Web Site Disputes, consideration of the Non-Web Site Disputes shall be stayed until the Web Site Disputes are fully arbitrated. Then, any Non-Web Site Disputes will be considered by any court of competent jurisdiction.

You agree that you will not file a class action against Bemodo and its affiliated companies or participate in a class action against Bemodo and its affiliated companies, in any Web Site Dispute. You agree that you will not file or seek a class arbitration or participate in a class

arbitration against Bemodo and its affiliated companies, in any Web Site Dispute.

2 2 . G E N E R A L

Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the State of Idaho, U.S.A. You consent to the exclusive jurisdiction of the state and federal courts located in ADA County, Idaho. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as prohibited by applicable Idaho law, we do not guarantee continuous, uninterrupted, or secure access to our Web Site or Services, and operation of the Web Site may be interfered with by numerous factors outside of our control. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that the Agreement may be automatically assigned by Bemodo in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

2 3 . E N T I R E A G R E E M E N T

The Agreement constitutes the entire agreement between the user and Bemodo and supersedes any prior understandings or agreements (written or oral). If you do not understand any of the foregoing Terms or if you have any questions or comments, we invite you to contact our Member Success Department by email at membersuccess@Bemodo.com.

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