



# GENERAL TERMS AND CONDITIONS

Last Updated 07/12/2018

Please read these General Terms and Conditions ("Terms") and our Privacy Policy and Security Statement ("Privacy Policy") carefully prior to your ("user," "you" or "your" as applicable to the context) use of [www.vidaXL.com](http://www.vidaXL.com) ("Website"), your submission of information to Vida XL LLC ("vidaXL," "we," "our" or "us" as applicable to the context) through this Website or purchase of a product through the use of this Website. By doing any of the foregoing, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with all of these Terms and our Privacy Policy, you are not authorized to use this Website, and your sole remedy is to stop using this Website.

## USE OF THIS WEBSITE

You are only entitled to use this Website for lawful purposes and pursuant to these Terms. Your use of this Website is restricted to gathering information about products offered for sale on our Website and purchasing products offered for sale on our Website. By using this Website or otherwise submitting information to vidaXL through this Website, you represent and warrant to vidaXL that you:

1. are of legal age to agree to these Terms;
2. if you are purchasing products on behalf of another person or entity, then you are authorized to act on behalf of that other person or entity;
3. agree to comply with all applicable laws, rules and regulations regarding online conduct, transmission of information online and purchasing of products online; and
4. agree to be bound by these Terms.

To determine your compliance with these Terms, we reserve the right, but not the obligation, to monitor your use of this Website.

## JURISDICTIONAL RESTRICTIONS

Although this Website is accessible worldwide, this Website is neither designed nor intended for use outside the United States. Those who choose to access this Website from locations outside the United States do so on their own initiative and at their own risk and are responsible for compliance with all local laws. We reserve the right, at any time and in our sole discretion, to limit the availability and/or use of this Website to any person, geographic area, or jurisdiction. You shall, at all times, comply with all applicable laws, rules and regulations of the United States and all other applicable governmental entities governing, restricting or otherwise pertaining to the use, transmission, display, exporting or importing of data, products, services and/or technical information.

## AVAILABILITY

Your use of this Website may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of this Website, or other actions that we may take in our sole discretion and from time to time. We reserve the right to modify, suspend or discontinue the availability of this Website, or any portion or feature of this Website, at any time and in our sole discretion and without prior notice. You, and not vidaXL, are solely responsible for maintaining, protecting, backing-up and providing redundant access to your Customer Information, Personal Information and User Generated Content (each as defined below).

## REGISTERING FOR AN ACCOUNT

### Account

While you are not required to register for a vidaXL account to purchase a product from our Website, having a vidaXL account offers you some interesting advantages, such as access to an overview of your order history and direct access to our services and allows you to use the auction features of our Website. If you choose not to register for an account, then the order process will simply continue.



## Username and Passwords

To register for an account, you must request a username and password. Your username and password will allow you to log in to, access and use your account. Your account will also enable you with the ability to use the auction features of our website. YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS WITH RESPECT TO MAINTAINING THE CONFIDENTIALITY, MAINTENANCE AND PROPER USE OF YOUR USERNAME AND PASSWORD, AND SOLELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. You agree not to disclose any usernames or passwords to any third party and not to permit any third party to make use of your account or your username or password. You are also solely responsible for canceling your username and password.

If you become aware of any actual or suspected unauthorized access to or use of your account by any unauthorized party or any other actual or potential security breach involving your account, then you shall immediately notify vidaxL by email at: [webservice@vidaxL.com](mailto:webservice@vidaxL.com). We may, in our sole discretion and at any time, change your username or password to protect you or your account and we will provide you with notice of any such change.

If at any time you discover that you have been granted unauthorized access to the account of another person or access to any other information or documents contained on this Website that you are not authorized to access or view, then you shall (i) immediately cease any access to such information; (ii) take reasonable steps to prevent the disclosure of any such unauthorized information; and (iii) immediately inform vidaxL of this situation by email to: [webservice@vidaxL.com](mailto:webservice@vidaxL.com).

## Cancellation

You may cancel your account at any time by providing notice to vidaxL by email at: [webservice@vidaxL.com](mailto:webservice@vidaxL.com). You are solely responsible for properly canceling your account with vidaxL. You may only cancel your account pursuant to these Terms. Once an account is canceled, your Customer Information and Personal Information may no longer be available or accessible through this Website.

## **ORDER PROCESS**

During the order process, we will ask you to provide us with your name, address, zip code, phone number and email address. These details are stored within our customer database and are used consistent with the terms of our Privacy Policy. Except as set forth in our Privacy Policy, your personal data will not be used without your consent.

Please see our How To Order link for information about how to place an order on our Website. All orders placed on our Website are subject to the acceptance of these Terms.

During the order process, you will be asked to check a box whereby you confirm that you have read, understood and agreed to both the content and the applicability of these Terms. We will not take or process any orders unless these Terms have been accepted. The Terms in force at the time of completion of your purchase of a product will apply to your order, unless you and vidaxL specifically agree to the applicability of a newer, revised version of these Terms.

When placing an order on our Website you can choose to register with us and provide a username and password ("login details"). Information that you provide on this Website must be complete and accurate at all times. You are responsible for maintaining the confidentiality of your login details. We shall not be liable for any damages or losses that may arise as a result of any failure by your security or the security offered by a third party. In the event that you have a concern regarding your login details or become aware of any misuse, please contact us at [webservice@vidaxL.com](mailto:webservice@vidaxL.com).

## **CONFIRMATION PROCESS**

After placing an order, you will receive an email from us acknowledging that we received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance by sending you an email that confirms that we have the product in our current inventory and that we have validated and received your payment



for the product ("Payment Confirmation"). The contract between us ("Contract") will only be formed when we confirm receipt of your payment. Prior to that time, we may notify you that we do not accept the order, or you may cancel it.

All products that you order through the Website will remain our property until we have received your payment in full for the ordered products.

## **PAYMENT**

We process payments as soon as we receive your order and payment information. We use a third party merchant service provider to receive and validate your payment information. After we confirm the product you requested is available in our current inventory and your payment information is validated, we will confirm the order and the product will be ready to be shipped for delivery to your designated place of delivery.

By agreeing to these Terms, you agree to our order and payment confirmation process, which includes the right to validate your payment information.

## **AUCTIONS**

We offer an auction feature on this Website for users who register for an account. All auctions conducted on our Website are subject to compliance with these Terms, as well as our Auction Terms and Conditions ("Auction Terms"). To review our Auction Terms and for additional details about our auctions, please see our Auctions link.

## **SECURITY**

In order for us to process your payment with a debit or credit card, we will ask for your payment card details. We will ask you to provide these every time you make a payment to us. Except as set forth in these Terms, we will not contact you by email or otherwise to request any of your payment card details or security information. If you receive an email that purports to be from us that requests such information, please contact our customer service immediately at: [webservice@vidaXL.com](mailto:webservice@vidaXL.com).

It is your responsibility to ensure you have the all of the proper hardware, software and services to safely access and use our Website, including, without limitation, up to date antivirus software.

## **ACCURACY OF ORDER AND CANCELLATIONS**

Except for an error as discussed below, the price you pay for a product is the price that was displayed at the time we received your order. We use reasonable endeavors to ensure all prices displayed on the Website are accurate. However, errors sometimes occur. If we discover an error in the price, we will contact you as soon as possible to give you the option of reconfirming your order with the actual price or canceling your order. If we are unable to contact you, the order will automatically be cancelled. If you cancel the order, but already paid for the order, we will refund you the full amount paid. All prices are shown in U.S. dollars. Prices for products on the Website exclude taxes delivery rates. Applicable taxes are display on the applicable Payment Confirmation. Delivery rates are displayed on our Delivery Information link and on the applicable Payment Confirmation. All sizes, measurements and dimensions are approximate. We try to display them as accurately as possible, yet we cannot guarantee they are absolutely correct. We use reasonable endeavors to display pictures of the products as close as possible to their actual representation.

## **DELIVERY**

Delivery charges and timeframes vary depending on the delivery address and the type of product you order. For additional delivery information, please see our Delivery Information link.

Delivery timeframes are estimates only. While we endeavor to meet our estimated delivery dates, occasionally, due to unforeseen factors, delays in delivery occur. We shall not be held responsible for any delay or failure to deliver products within the estimated timeframes if it is wholly or partly caused by circumstances which do not lie within our control.

If no one is available at your delivery address to accept the order, a note will be left to advise you of the current location of your order. Alternatively, your order may have been returned to one of the carrier's depots, and the note will provide information about how you can take delivery of your order.

The risk of damage or loss of products remains our responsibility until the earlier of the date the product is delivered to you or the date the first delivery attempt was made.

## VOUCHER CODES

Coupon codes are only valid once per customer (unless otherwise specifically stated on the coupon code). In order to enjoy the coupon code discount, your purchase needs to meet the following conditions (from the newsletter, advertiser): minimum order value, selected items, amount of items, expiration date, as well as any other conditions set forth on or provided with the coupon code. Make sure the discount is effective before finalizing your order. The validation of the order and its payment means that you, the customer, agree with the indicated price and that you cannot apply for reimbursement of the non-deducted discount code after payment.

If you fail to properly use a coupon code or the coupon code is not applicable, no refund will be given if you complete your order. Discount codes are not valid in combination with other coupon codes or auctions. The terms of use, validity and value of the discount codes can, without notice, be changed. If the code does not work, please email our customer service at: [webservice@vidaXL.com](mailto:webservice@vidaXL.com).

## RETURNS

If you wish to return a product purchased through the Website, you must inform us in writing by email at: [webservice@vidaXL.com](mailto:webservice@vidaXL.com). We will then arrange for a return of the product to us at no charge, provided that the product is in its original packaging and in the same condition in which you received it. To receive a no charge return, you have an obligation to take reasonable care of the product while it is in your possession. If you fail to comply with this obligation, we may deny the no charge return and charge you for the product.

On rare occasions, it is possible that product specifications change. If this is the case, we will contact you as soon as we can to offer you an alternative product that is similar to the product you ordered. If you are unhappy or not satisfied with the alternative product, please contact our customer service by email at: [webservice@vidaXL.com](mailto:webservice@vidaXL.com). We will arrange a no charge return of the product and refund your payment in accordance with our refund policy in the Refunds section below.

If you believe that you have received defective, damaged or incorrect products, you must inform us in writing by email at: [webservice@vidaXL.com](mailto:webservice@vidaXL.com) within a reasonable period of time. Please do not return the product to us without communicating with us and requesting a return. We will respond and contact you to discuss an appropriate remedy and may offer you (without limitation) a repair or replacement parts, a replacement product or a full refund. If we offer you a refund, we will refund the price of a defective, damaged or incorrect product in full, any applicable delivery charges and we will arrange for no charge return of the product to us.

We are invested in customer satisfaction. We hope to provide an enjoyable shopping experience for you, and deliver products that live up to, or even exceed, your expectations. We only sell brand new items, which are in excellent condition when we ship them. Should anything go wrong during transport or the product not be to your liking for whatever reason, you can always return the product to us free of charge provided you follow the instructions set forth in these Terms.

We offer a cooling off period of 30 days, starting from the earlier of the date the product is delivered to you or the date the first delivery attempt was made. During this period, you may unpack and assemble the item to see if it is to your liking. You may also try it, similar to the way you would in a physical store, as long as you do not put it to actual use. As soon as you put the article to use, the cooling off period ends.

We strongly suggest you check the contents of the package directly after receipt. If the item is damaged or incomplete, then please let us know by contacting our customer service team at [webservice@vidaXL.com](mailto:webservice@vidaXL.com).

If there are no quality issues with the item, but you are dissatisfied with it for any reason, then you may also return it during this 30 day cooling period. This also applies to clearance and sale articles.



We have the following requirements for a return:

1. The item is complete;
2. The item is in its original packaging; and
3. The item is in the same condition in which you received it.

If you want to request a return, please contact us by email at [webservice@vidaXL.com](mailto:webservice@vidaXL.com) within 30 days of receiving your order. Once we receive your request we will provide you with the return procedure. You can then schedule an appointment to have the return shipment picked up. Please do not send any items back to us of your own accord, as our returns procedure is free of charge, and allows us to keep track of the shipment through our courier's systems.

## REFUNDS

If you cancel an order in accordance with these Terms, then we will refund any money paid by you after the ordered product has been returned to us in its original packaging and in the same condition in which you received it. To receive a refund, you have an obligation to take reasonable care of the product while it is in your possession. If you fail to comply with this obligation, we may deny the refund. The refund will be made using the same payment method you used when paying for the product.

## LIMITED WARRANTY

We warrant to you that any product purchased from us through this Website will conform in all material respects with the specifications set out in the Contract for 30 days from the date of your receipt.

This limited warranty covers damage which may occur during shipping to you, as well as damage resulting from the normal use of a product during the limited warranty period, but specifically does not cover damage resulting from misuse of the product or shipping not from us directly to you. Pursuant to this limited warranty, we will, at our sole discretion and depending on the damage sustained to the product, repair the product or offer you a replacement part, a new product or a refund. If your purchased product is damaged, please do not hesitate to contact our customer service by email at: [webservice@vidaXL.com](mailto:webservice@vidaXL.com).

This limited warranty exists in addition to laws and regulations that may be applicable to you as a customer. Your rights under this limited warranty will automatically and immediately be voided if any party other than the manufacturer or any manufacturer authorized repair service repairs or otherwise modifies the product.

## DISCLAIMER OF WARRANTIES

YOU AGREE THAT THE DISCLAIMER OF WARRANTY PROVISIONS SET FORTH BELOW ARE REASONABLE, REFLECT AN INFORMED, VOLUNTARY ALLOCATION OF THE RISKS BOTH KNOWN AND UNKNOWN THAT MAY EXIST IN CONNECTION WITH THESE TERMS, A CONTRACT, YOUR USE OR INABILITY TO USE THIS WEBSITE, OR A PRODUCT PURCHASED THROUGH THIS WEBSITE, AND ARE FUNDAMENTAL ELEMENTS OF AND MATERIALLY INDUCED US TO ENTER INTO THESE TERMS AND ANY CONTRACT WITH YOU.

THE TRANSMISSION, STORAGE, VIEWING AND RETRIEVAL OF DATA AND FILES THROUGH THE INTERNET ARE SUBJECT TO A VARIETY OF CONDITIONS BEYOND OUR CONTROL THAT MAKE SUCH TRANSMISSION, STORAGE, VIEWING AND RETRIEVAL POTENTIALLY UNRELIABLE. THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, ALL CONTENT, LICENSES, FUNCTIONS, MATERIALS, AND INFORMATION ARE PROVIDED "AS IS" AND AS AVAILABLE WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND.

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS, TO THE MAXIMUM EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THESE TERMS AND THIS WEBSITE, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.



WE DO NOT WARRANT THAT THIS WEBSITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED WITHIN THIS WEBSITE, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THIS WEBSITE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THIS WEBSITE WILL BE SECURE FROM UNAUTHORIZED ACCESS; OR THAT THIS WEBSITE WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF YOUR DEVICE, NETWORK OR SYSTEM. WE DO NOT WARRANT THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT THIS WEBSITE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THIS WEBSITE OR THE RESULTS OF THE USE OF THIS WEBSITE.

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS OR IN A CONTRACT, TO THE MAXIMUM EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ANY PRODUCT PURCHASED THROUGH THIS WEBSITE, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS USED WITH PRODUCTS PURCHASED THROUGH THIS WEBSITE OR THE USE OF ANY THIRD PARTY PRODUCTS WITH PRODUCTS PURCHASED THROUGH THIS WEBSITE. WE SHALL NOT BE LIABLE FOR YOUR USE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT OF THIS WEBSITE AND ANY ERRORS CONTAINED WITHIN THIS WEBSITE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

THE DISCLAIMER OF WARRANTIES SET FORTH IN THESE TERMS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL CONTINUE TO APPLY EVEN IF ANY EXCLUSIVE REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY US OR ANY OF OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY SET FORTH IN THESE TERMS.

Some state laws do not allow disclaimers of implied warranties. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

## **LIMITATION OF LIABILITY**

YOU AGREE THAT THE LIMITATION OF LIABILITY PROVISIONS SET FORTH BELOW ARE REASONABLE, REFLECT AN INFORMED, VOLUNTARY ALLOCATION OF THE RISKS BOTH KNOWN AND UNKNOWN THAT MAY EXIST IN CONNECTION WITH THESE TERMS, A CONTRACT, YOUR USE OR INABILITY TO USE THIS WEBSITE, OR A PRODUCT PURCHASED THROUGH THIS WEBSITE, AND ARE FUNDAMENTAL ELEMENTS OF AND MATERIALLY INDUCED US TO ENTER INTO THESE TERMS AND ANY CONTRACT WITH YOU.

WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR ARE RELATED TO THESE TERMS, A CONTRACT, YOUR USE OR INABILITY TO USE THIS WEBSITE, ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, OR A PRODUCT PURCHASED THROUGH THIS WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE RESPONSIBLE FOR ANY BUSINESS INTERRUPTIONS THAT MAY BE CAUSED BY YOUR USE OF THIS WEBSITE, YOUR INABILITY TO ACCESS OR USE THIS WEBSITE OR ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE. OUR CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS THAT ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR ARE RELATED TO THESE TERMS, A CONTRACT, YOUR USE OR INABILITY TO USE THIS WEBSITE, ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, OR A PRODUCT PURCHASED THROUGH THIS WEBSITE, IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF THE PURCHASE PRICE ACTUALLY RECEIVED BY US FOR THE AFFECTED PRODUCT OR \$100 USD. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS, INCLUDING YOUR COMPLIANCE WITH THE PROCEDURES SET FORTH IN THESE TERMS, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR YOUR COST OF PROCUREMENT OF A REPLACEMENT PRODUCT.

THE LIMITATION OF LIABILITY SET FORTH IN THESE TERMS FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE YOU AND US AND SHALL CONTINUE TO APPLY EVEN IF ANY EXCLUSIVE REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

Some state laws do not allow limitations on certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

## LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THESE TERMS, A CONTRACT, YOUR USE OR INABILITY TO USE THIS WEBSITE, ANY SUBMISSION OF INFORMATION THROUGH THIS WEBSITE, OR A PRODUCT PURCHASED THROUGH THIS WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## CODE OF CONDUCT

You agree that you shall not, and you shall not attempt, or otherwise authorize, encourage or support a third party's attempts, to do any of the following:

- Use this Website for any unlawful purposes.
- Breach or otherwise circumvent any security or authentication measures of this Website.
- Probe, scan or test the vulnerability of this Website or any network associated with this Website.
- Re-engineer, decompile, decrypt, break or otherwise alter or interfere with this Website.
- Create derivative works of or reproduce, modify, distribute, sell or otherwise transfer any rights in or to any of the content of this Website.
- Register to use, use or copy any information from this Website if you are a competitor of vidaXL.
- Register to use, use or copy any information from this Website for purposes of monitoring availability, performance or functionality or for any other benchmarking or competitive purposes.
- Meta tag, frame or mirror this Website.
- Restrict, inhibit or prevent any access to, use or enjoyment of this Website.
- Use any search engine, software, tool, agent or other device or mechanism, including, without limitation, browsers, spiders, robots, scrapers, avatars or intelligent agents, deep link or other similar automated device, program, algorithm or methodology (other than those made available by vidaXL on this Website or other generally available third party web browsers, e.g., Internet Explorer, Chrome, Firefox or Safari), to access, acquire, copy, monitor, navigate or search this Website.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of this Website.
- Deliver malware to this Website or use this Website to distribute malware.
- Launch a DoS or DDoS attack on this Website or use this Website as part of a DDoS attack.
- Deliver altered, deceptive or false source-identifying information, including spoofing or phishing, through this Website.
- Impersonate or misrepresent your affiliation with any other person or entity.

You also agree that you shall not transmit, submit or post any of the following to or through this Website or otherwise submit to vidaXL:

- Information that violates any law, statute, ordinance or regulation.
- Information that is false, inaccurate, incomplete, untimely or misleading.
- Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar or otherwise injurious to vidaXL or third parties.
- Information that breaches or infringes on vidaXL's or any third party's rights of confidentiality, publicity, privacy, intellectual property and/or other proprietary rights.
- Copyrighted and/or trademarked information without the prior written permission of the owner of such intellectual property right.

- Data that contains any viruses or other disabling or enabling code that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Information containing unsolicited or unauthorized advertising or any other form of SPAM.

## **PROPRIETARY RIGHTS**

### Website Materials.

vidaXL owns all right, title and interest in and to this Website including, without limitation, the look and feel, design and organization, and the compilation of the content, code, data and other materials on this Website (collectively, "Website Materials").

### Names, Markings and Other Intellectual Property Rights.

vidaXL owns all right, title and interest in and to the name vidaXL and all copyrights, service mark rights, trademark rights, trade dress rights, patent rights, database rights, moral rights and other intellectual property and proprietary rights relating to this Website or otherwise owned and/or operated by vidaXL, as well as all of vidaXL's URLs, website domain names, graphics, logos, page headers, button icons, scripts and other markings (collectively, "Names, Markings and Other Intellectual Property Rights").

### Website Content.

vidaXL owns all right, title and interest in and to all content on this Website, including, without limitation, all audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles and Shockwave files (collectively, "Website Content").

### Customer Information.

As between a you and vidaXL, you exclusively own all right, title and interest in and to all of the unique customer information you provide to vidaXL through this Website, such as your IP address and information related to your use of the Website ("Customer Information"). For information on how we collect, store, use and disclose your Customer Information, please read our Privacy Policy.

### Personal Information.

As between you and vidaXL, you exclusively own all right, title and interest in and to all of your personally identifiable information you provide to vidaXL through this Website, including, without limitation, name, username, password, other login information and payment information ("Personal Information"). For information on how we collect, store, use and disclose your Personal Information, please read our Privacy Policy.

### Aggregated Information.

vidaXL exclusively owns all right, title and interest in and to all aggregated, anonymous data and statistical information about the use of this Website and users of this Website ("Aggregated Information"). We have no obligation to retain, provide you with copies of or protect the confidentiality of any Aggregated Information. For information on how we collect, store, use and disclose Aggregated Information, please read our Privacy Policy.

### User Generated Content.

vidaXL exclusively owns all right, title and interest in and to all feedback, suggestions, enhancement requests and recommendations, as well as all content you generate or provide, that is posted on or submitted to this Website or otherwise provided to vidaXL and relating to this Website ("User Generated Content"). We have no obligation to retain, provide you with copies of or protect the confidentiality or privacy of any User Generated Content. For information on how we collect, store, use and disclose User Generated Content, please read our Privacy Policy.

### Limited License and Prohibited Use.





You may not use any of the Website Materials, Names, Markings and Other Intellectual Property Rights, or Website Content without our express, prior written permission. You shall not delete or in any other manner alter the copyright, trademark and other proprietary notices appearing on this Website. We make no proprietary claim to any third party names, copyrights, service marks, trademarks or trade dress appearing on this Website. Any third party names, copyrights, service marks, trademarks or trade dress appearing on this Website are property of their respective owners. Without our express, prior written consent, you may only print, download or otherwise use the Website Materials, Names, Markings and Other Intellectual Property Rights, and Website Content for a Customer's internal, non-commercial use consistent with these Terms and applicable law. Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use is permitted. Your use of this Website does not grant to you ownership of any content, code, data or other materials you may access on or through this Website. vidaXL expressly reserves all rights not expressly granted to you in these Terms.

## **RIGHTS YOU GRANT TO VIDAXL**

Subject to these Terms and our Privacy Policy, you hereby grant vidaXL a limited, non-exclusive, royalty-free, fully paid-up, worldwide right and perpetual license to use your Customer Information and Personal Information. You also hereby assign to vidaXL all of your right, title and interest in and to all of your User Generated Content, including, without limitation, all intellectual property rights relating to your User Generated Content. At vidaXL's request and expense, you will execute all reasonable documents and take such further acts as vidaXL may reasonably request to assist vidaXL to acquire, perfect and maintain such intellectual property rights in the User Generated Content.

## **YOUR INFORMATION REPRESENTATIONS AND WARRANTIES**

By submitting information to vidaXL through this Website, you represent and warrant to vidaXL that you are entitled to submit such information to vidaXL and vidaXL is entitled to use such information as set forth in these Terms and subject to our Privacy Policy, without any restrictions or limitations and without any monetary or other obligation by vidaXL. From time to time, we may need your permission to do things with the information you submit to vidaXL through this Website to be able to provide you with this Website. You hereby provide vidaXL with your express permission to do those things as set forth in our Privacy Policy. This permission also extends to third parties we work with to provide you with this Website.

## **BLOGS, FORUMS, CHAT ROOMS AND BULLETIN BOARDS**

From time to time, this Website may include blogs, forums, chat rooms and/or bulletin boards (each, a "Forum"), which allows users to post User Generated Content and interact. vidaXL does not prepare, approve or endorse any User Generated Content that may appear in a Forum. You acknowledge and agree that vidaXL has no control over and is not responsible for the accuracy, correctness, timeliness, safety or legality of any User Generated Content. You may find User Generated Content to be deceptive, inaccurate, harmful or offensive. Please use caution and common sense when reading User Generated Content posted in our Forums, and do not rely solely on such information. You hereby acknowledge and agree that your use and/or reliance on any User Generated Content is at your own risk. vidaXL reserves the right, but not the obligation, from time to time and at our sole discretion for any reason or no reason, to monitor, edit, remove and/or re-post User Generated Content posted in our Forums.

## **COPYRIGHT INFRINGEMENT NOTICE**

We respect the intellectual property rights of our customers and third parties, and we comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). This DMCA Policy addresses how we handle notices of alleged copyright infringement appearing on this Website.

### Notification.

Pursuant to the DMCA, notifications (each, a "Notification") of alleged copyright infringement appearing on this Website must be sent in writing to vidaXL's designated agent ("Designated Agent") as follows:

vidaXL LLC  
Attn: Designated Agent



12200 Arrow Route  
Rancho Cucamonga, CA 91739

[designatedagent@vidaXL.com](mailto:designatedagent@vidaXL.com)

Pursuant to Title 17, U.S. Code, Section 512(c)(2), the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single Notification, a representative list of such works;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit vidaXL to locate the material;
4. Information reasonably sufficient to permit vidaXL to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement under penalty of perjury that the information in the Notification is accurate and that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above, and pursuant to Title 17, U.S. Code, Section 512(c)(2):

1. vidaXL will remove or disable access to the material that is alleged to be infringing;
2. vidaXL will attempt to forward the written Notification to the alleged infringer; and
3. vidaXL will take reasonable steps to attempt to notify the alleged infringer that vidaXL has removed or disabled access to the material.

#### Counter Notification.

Pursuant to Title 17, U.S. Code, Section 512(c)(2), a party may counter a Notification by providing a written communication (each, a "Counter Notification") to vidaXL's Designated Agent that includes substantially the following:

1. A physical or electronic signature of the party;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the party has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. The party's name, address, and telephone number; and
5. A statement that the party consents to the jurisdiction of Federal District Court for the judicial district in which the party is located, or if the party's address is outside of the U.S., for any judicial district in which the Website may be found, and that the party will accept service of process from the person who provided the Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, and pursuant to Title 17, U.S. Code, Section 512(c)(2):

1. vidaXL will attempt to provide the Complaining Party with a copy of the Counter Notification;
2. vidaXL will attempt to inform the Complaining Party that vidaXL will replace the removed material or cease disabling access to the removed material within 10 business days;
3. vidaXL will replace the removed material or cease disabling access to the removed material within 14 business days following receipt of the Counter Notification, provided vidaXL's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the party providing the Counter Notification from engaging in infringing activity relating to the removed material on vidaXL's network or system.

### Repeat Infringers.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

## **LINKS TO THIRD PARTY WEBSITES**

This Website may contain links to third party websites. These links do not constitute an endorsement by vidaXL of those websites, nor the products or services promoted on or offered through those websites. We are not responsible for the terms and conditions of use, privacy policy, practices or the content of such third parties or their websites. We encourage our Customers to be aware of when they leave this Website and to read the terms and conditions of use and privacy policy of each website that they visit by linking from this Website. If you have a question about the terms and conditions of use, privacy policy, practices or content of a third party website, please contact the applicable third party directly. If you want to opt-out of receiving emails and other future contact from such a third party you must contact the applicable third party directly. You acknowledge and agree that we shall not be a party to, or in any way responsible for, any transaction involving products or services made available from third parties or for any content relating to any products or services offered by third parties.

## **LINKING TO THIS WEBSITE**

You may link to this Website's homepage, provided you do so in a way that is fair, legal, consistent with these Terms and does not damage our reputation or take advantage of this Website, but you may not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You may not establish a link from any website that is not owned by you. This Website may not be framed on any other website, nor may you create a link to any part of this Website other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking to cease immediately. We reserve the right to withdraw linking permission without notice.

## **INDEMNIFICATION**

You hereby agree to defend, indemnify, and hold harmless vidaXL and its officers, directors, shareholders, employees, affiliates, independent contractors, agents and representatives from and against any and all claims and expenses, including, but not limited to, attorneys' fees and costs, arising, directly or indirectly, out of or attributable to (i) any breach or violation by you of these Terms; (ii) your failure to provide accurate, complete and/or current information when using this Website or otherwise submitting information to vidaXL through this Website; (iii) your use or misuse of this Website; and (iv) any agreement between you and any third party.

## **DISPUTE RESOLUTION**

### Customer Service Department.

Most concerns involving this Website can be resolved quickly and efficiently through our customer service department. If you are unable to resolve your concern within 10 business days of contacting our customer service department, then either party may file a claim pursuant to these Terms to resolve the dispute.

### Governing Law, Jurisdiction and Venue.

These Terms shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For any action or legal proceeding arising, directly or indirectly, out of or related to the Website or these Terms, the parties hereby expressly consent to the jurisdiction and venue of the state and/or federal courts in and/or for New Castle County, Delaware, USA, and each party hereby expressly waives any objection to such venue based upon **forum non-conveniens** or otherwise.

### Governing Language.

The governing language for these Terms and any interpretation of these terms is English, and any copy of these Terms in any other language is merely for convenience and will not govern the interpretation of these Terms.

## General.

The prevailing party in any action or legal proceeding arising out of or related to the Website or these Terms arising, directly or indirectly, out of or related to these Terms will be entitled to an award of their reasonable attorney's fees and costs (including, without limitation, all taxable and non-taxable costs, and all fees and costs to determine the amount of fees and costs to be awarded) incurred prior to any such action or legal proceeding, as well as at all levels of trial and appeal. You also agree that service of any court paper may be affected upon you by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules. You acknowledge that we may be irreparably damaged if these Terms are breached by you, and damages at law would be an inadequate remedy. In the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, or to a decree for specific performance of the provisions of these Terms.

## **TERM AND SURVIVAL**

Your agreement to be bound by these Terms commences with your using this Website or otherwise submitting information to vidaXL through this Website, and your agreement to be so bound will continue until your right to use this Website is either canceled or terminated, subject to the survival of each of the following after such cancellation or termination: our Privacy Policy and any obligation you have to vidaXL, as well as each of the following provisions: Usernames and Passwords; Cancellation; Proprietary Rights; Rights You Grant To vidaXL; Your Information Representations and Warranties; Blogs, Forums, Chat Rooms and Bulletin Board; Copyright Infringement Notice; Links to Third Party Websites; Linking to this Website; Disclaimer of Warranties; Limitation of Liability; Limitation On Time To File Claims; Indemnification; Dispute Resolution; Term and Survival; Changes To Terms; and General Information. If, following the cancellation or termination of your right to use this Website, you use this Website or otherwise submit information through this Website, then you again, automatically and immediately, are bound by these Terms.

## **CHANGES TO OUR TERMS**

At our sole discretion and at any time, we may amend these Terms. You should review these Terms for amendments each time you use this Website. For your convenience, we post on this Website the last date these Terms were updated. If our Terms are amended, the amended Terms will take effect immediately for all users of this Website. Your continued use of this Website following an amendment will evidence your acceptance of the amended Terms. No amendment, change or modification to these Terms will be effective unless such is in writing and signed by an authorized representative of vidaXL.

## **NOTICES, COMMUNICATIONS AND ELECTRONIC SIGNATURES**

By using this Website or otherwise submitting information through this Website, you consent to receive communications from vidaXL electronically. Although we may choose to communicate with you by other means, we may also choose to solely communicate with you electronically by email or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we send to you electronically satisfy any legal requirement that such communications be in writing. You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded button, hyperlink or entry field with your mouse, a keystroke or other device, your agreement or consent will be legally binding and enforceable and legal equivalent of your handwritten signature.

## **GENERAL INFORMATION**

Our Privacy Policy and Auction Terms are hereby incorporated into and made a part of these Terms by reference. These Terms, as amended from time to time by vidaXL, represent the entire understanding and agreement between you and vidaXL regarding the subject matter of these Terms and supersede any and all other prior and contemporaneous agreements, understandings or representations regarding the same. No amendment, change or waiver of any portion of these Terms will be effective unless it is in writing and signed by an authorized representative of vidaXL. The failure of vidaXL to require performance of any obligation under these Terms will not affect our right to enforce any provision of these Terms at a subsequent time, and the waiver of any rights arising out of any breach will not be construed as a waiver of any rights arising out of any prior or subsequent breach. If any court of competent jurisdiction deems unlawful, void or unenforceable any part of these Terms, the



applicable document as a whole will not be deemed unlawful, void or unenforceable, but only that portion of the applicable document that is unlawful, void or unenforceable will be stricken. Your rights and obligations under these Terms and your right to access and use this Website are not assignable, transferable or sub-licensable by you.

## **CUSTOMER SUPPORT**

If you have questions, comments or concerns about these Terms, our Privacy Policy or this Website, please contact us at:

vidaXL LLC  
Attn: Customer Support  
12200 Arrow Route  
Rancho Cucamonga, CA 91739

[webservice@vidaXL.com](mailto:webservice@vidaXL.com)

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