

SELLMARK[®]

Sellmark.net Terms of Service

INTRODUCTION

These Terms of Service 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 or use services provided by the **Sellmark.net** 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 this notice before you use this website. Sellmark.net herein referred to as the "website" is provided by **Sellmark** and may be used for informational purposes only. By using this website, or downloading materials from it, you agree to abide by the following terms and conditions. If you do not agree with the following conditions of use, please exit this website.

This website is operated by **Sellmark**. Throughout the site, the terms "we", "us" and "our" refer to **Sellmark**. **Sellmark** offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

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

WEBSITE CONTENT AND ACCURACY

Sellmark and its subsidiaries and affiliates and related brands (including but not limited to the Sellmark brand) created this website to be used by the general public and our policyholders. The website does not, and it is not intended to, provide any financial, legal, accounting, or tax advice, and must not be relied upon by you in that regard. The website should not be used, or relied upon by you, as a substitute for your independent research or consultation with your own financial, legal or tax advisers.

The information, text, graphics and links provided in this website are provided by Sellmark as a convenience to you. Sellmark will use reasonable efforts to include accurate and up-to-date information. However, due to the nature of the Internet, Sellmark does not warrant and cannot guarantee the accuracy, completeness or authenticity of the information contained in this website, or the information, text, graphics, links, website functionality, and other items contained on this server or its suitability for any purpose.

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Information provided on this website is believed to be reliable when posted. However, we cannot guarantee that information will be accurate, complete and current at all times. This website could include technical inaccuracies or typographical errors. Sellmark will from time to time revise the information, products and services described in this website, and reserves the right to make such changes.

This site 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 this site 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.

LIABILITY

The use of this website is entirely at your risk. The materials and information in this website (including text, graphics, and functionality) are presented without express or implied warranties of any kind and are provided "as is". It is your responsibility to evaluate the accuracy, completeness and usefulness of any opinions, advice, services or other information provided.

Sellmark intends for the information contained in this website to be accurate and reliable. However, errors sometimes occur. Therefore, Sellmark and its related, affiliated and subsidiary companies to the full extent permitted by applicable laws disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to any matter whatsoever relating to this website or the information contained herein.

To the full extent permitted by applicable laws, in no event shall Sellmark, its agents, employees, directors, officers and affiliated companies be liable for any damages of any kind caused to any person as a consequence of the use of this website including but not limited to any direct, special, incidental, indirect or consequential damages of any kind including but not limited to loss of use, loss of data or loss of profits, whether or not advised of the possibility of such damage, or based upon any theory of liability, arising out of or in connection with the use or performance of this website or the information contained herein. We will not be responsible for any detrimental reliance that you may place upon the website or its contents.

PRODUCT AVAILABILITY

Unless otherwise specified, the materials in the website are presented solely for the purpose of educating the user about the products and services of Sellmark. Nothing in this website constitutes an offer to buy or sell products or services of Sellmark or its affiliated companies. Sellmark makes no representation that any or all of the materials in the website are appropriate or available for sale in any or all locations. Not all products and services described are available in all states of the U.S. or the world. No product offered by Sellmark and its affiliates is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the laws of such jurisdiction. Some products may not be available in all states. In addition, any pricing information available on this website is posted for informational purposes only.

Those who choose to access this website do so on their own initiative and are responsible for compliance with state, local and foreign laws, if and to the extent such laws are applicable. See [Terms of Sale and Conditions](#) for more detailed information on Terms being accepted by purchasing a product from this website. Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

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 Service will be corrected.

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, where available by law. 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 the site 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 these Terms of Service.

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VIRUSES

Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, we want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received from the Internet. Sellmark is not responsible or liable for any damage caused by such hazards.

Sellmark companies cannot and do not guarantee or warrant that files available for downloading from this website are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. Sellmark companies do not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, noninfringement or fitness for a particular purpose) with respect to the files available for downloading from this site. In no event will Sellmark companies be liable to you or to anyone else for any decision made or action taken by you or anyone else in reliance on results obtained from use of files downloaded from this site.

SECURITY

All information submitted to Sellmark while not logged into secured regions of this website including electronic mail inquiries, is submitted through the Internet, which is an unsecured, public network.

Although Sellmark employs the most current and stringent Internet security standards, you acknowledge and confirm that the Internet is not a secure medium where privacy can be ensured, and that complete security and confidentiality over the Internet is not possible at this time. Your confidential use of the website cannot be guaranteed and you acknowledge that your use of the website (including information you transmit to the website) may be subject to access by, or disclosure to, other persons. Without limiting any other disclaimer herein, Sellmark shall not be responsible or liable for any harm that you or any other person may suffer in connection with any such breach of confidentiality or security.

LINKED WEBSITES

Other Internet or websites which may provide access to this website by hypertext links ("hyperlinks") are entirely independent of this website. Links to other Internet or websites from this website are included as a convenience for our visitors and in no way are meant to imply that Sellmark endorses, sponsors, promotes or is affiliated with the owners of or participants in those sites, or endorses any information contained on those sites, unless expressly stated. Sellmark does not guarantee the accuracy of any information in these other sites nor does it assume any liability for the content or presentation of linked sites.

Sellmark cannot guarantee that the hyperlinks set out on our website will be accurate at the time of your access. Moreover, the sites pointed at by hyperlinks have been independently developed and possibly maintained by person(s) over whom Sellmark has no control. Sellmark cannot and does not monitor the sites linked to its pages on the Internet or any transmission made through the respective web pages and newsgroups. Accordingly, Sellmark assumes no responsibility for the content of any site referenced to by any hyperlink or otherwise. Sellmark believes that our making available hyperlinks to publicly accessible web pages is legally permissible and consistent with the common, customary expectations of those who make use of the Internet.

SERVICE REQUEST FORMS

Any information requested is for our internal use to service your request. It is not shared with any third party, unless permitted by you or required by law.

INTERACTIVE FORMS OR CALCULATORS

Any interactive forms or calculators on this website are there for your information only. Sellmark tracks, retains and/or uses any of the data input into these forms for our internal use only.

AGGREGATED TRACKING INFORMATION

This Sellmark website collects no personally identifying information about individuals except when specifically and knowingly provided by such individuals. Sellmark will not release any of said information about you without your permission, unless permitted or required by law. Sellmark gathers two types of information about people who visit our site: data you provide through optional, voluntary contact request forms; and aggregated tracking information such as IP address and home server information.

To enable us to continually improve on the content we offer our users, as well as for systems administration purposes, we collect aggregate information site-wide. This gives us an idea of which parts of our website users are visiting. We do not link IP addresses to anything personally identifiable, which means a user's session will be tracked, but the user will be anonymous.

INFORMATION COLLECTION AND USE

Sellmark routinely gathers data on website activity, such as information about website visitors, to improve the caliber of online information and services offered. There are two forms of data that Sellmark collects: website visitorship data and personal information voluntarily provided to us by website visitors.

WEBSITE VISITORSHIP DATA IS:

1. Collected on an aggregate, anonymous basis, which means no personal information is associated with this data;
2. Gathered through the use of Web server logs and cookies. A Web server log is a file where website activity is stored. A cookie is a small piece of information that a website sends to a visitor's computer, which is stored on his or her hard drive. Sellmark uses cookies to track repeat visits to its website. Although Sellmark assigns a cookie to a visitor's computer, the company does not know who that visitor is unless that person specifically tells us; and
3. Shared among Sellmark business units to improve website content and overall service.

SUBMISSIONS

Sellmark welcomes your comments regarding our website. While we do value your feedback, we ask that you not submit to us any suggestions, materials, ideas or creative concepts for new, modified or different products or services via this website. Sellmark requests this in order to avoid confusion in the future regarding the origin of the concept, product or service.

If, despite our request that you not send us any creative materials, you in fact send us creative suggestions, ideas, concepts or other information (collectively, the Information), such Information shall be deemed by Sellmark to be, and shall remain, the property of Sellmark. None of the Information shall be subject to any obligation of confidence on the part of Sellmark and Sellmark shall not be liable for any use or disclosure of any Information. Without limiting the foregoing, Sellmark shall exclusively own all rights to the Information of every kind and nature and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Information.

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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