

Terms & Conditions

Written by Administrator
Thursday, 17 November 2011 15:42 -

This Terms of Use Agreement ("*Terms of Use*") applies to use of the Uncivilized.com website located at <http://www.Uncivilized.com> (the "*Site*").

The Site is the property of Uncivilized Inc. BY CLICKING "I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF USE," YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT CLICK ON THE BUTTON AND DO NOT USE THE SITE.

Uncivilized.com reserves the right, at its sole discretion, to change, add or remove portions of this Terms of Use, at any time. It is your responsibility to check this Terms of Use each time before using the Site. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. You agree that all subsequent purchases by you will be subject to the terms and conditions of these Terms of Use, which shall apply until we post a modified Terms of Use and then in accordance with such modified Terms of Use. As long as you comply with this Terms of Use and any such modifications, Uncivilized.com grants you ("*End User*")

) a personal, non-exclusive, non-transferable, non-sub licensable, limited privilege to enter and use the Site.

1. Content; Copyright and Trademark Notice. All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trademarks, logos, artwork and other content on the Site (collectively, "*Content*")

), including but not limited to the design, selection, arrangement, and coordination of such Content on the Site is owned or licensed by or to Uncivilized.com, and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws. Except as expressly provided in this Terms of Use, no part of the Site and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without Uncivilized.com's prior express written consent. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets, trade dress, rights of publicity or trademarks with respect to any of the Content, and Uncivilized.com reserves all rights not expressly granted hereunder. Uncivilized.com expressly disclaims all responsibility and liability for uses by you of any Content obtained on or in connection with the Site.

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2. Use of Site. You are responsible for maintaining the confidentiality of your My Account information, including your password, and for all activity that occurs under your account. You agree to notify Uncivilized.com immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Uncivilized.com or any other user of the Site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Site. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose, then your customer Account will be terminated. You agree to provide us with accurate, current and complete information about yourself and your billing information. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

You also agree that Uncivilized.com may, in its sole discretion and without prior notice to you, terminate your access to the Site and your Account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms of Use, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies.

3. Consent To Collection, Use & Disclosure of Your Personal Information. As more fully described in our Privacy Policy, you must disclose certain Personally Identifiable Information to use our Site and make purchases. Making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent

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to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases.

While Uncivilized.com takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information.

4. Conditions of Sale and Payment Terms. To purchase any goods and/or services on our Site, you must be a resident in the 50 states of the United States of America, exclusive of its commonwealths, territories and possessions (*"United States"*

). Prior to the purchase of any goods or services on our Site, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience but within thirty (30) days of credit card authorization. All sales of products and services are final. All charges from those sales are nonrefundable.

5. Methods of Payment, Credit Card Terms and Taxes. All payments must be made by VISA, MasterCard, American Express, Discover Network, credit cards (each of which may be removed by Uncivilized.com in its sole discretion). Unless expressly set forth on the Uncivilized.com site, we do not accept any other payment form. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. YOU, AND NOT Uncivilized.com, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify Uncivilized.com of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If Uncivilized.com does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Uncivilized.com or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. Uncivilized.com shall automatically charge and withhold the

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applicable sales tax for orders to be delivered to addresses within California and Massachusetts and any other states or localities that it deems are required.

6. No Responsibility To Sell Mispriced Products Or Services. Uncivilized.com shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. Uncivilized.com shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Uncivilized.com shall immediately issue a credit to your credit card account in the amount of the charge.

7. LIMITATION OF LIABILITY. THE ENTIRE RISK ARISING OUT OF THE USE OF THE SITE, THE USE OF ANY PRODUCTS AND/OR SERVICES OFFERED ON OR IN CONNECTION WITH THE SITE, AND/OR THE USE OF ANY CONTENT AND/OR DIGITAL DOWNLOADS REMAINS WITH YOU. IN NO EVENT SHALL Uncivilized.com OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS TERMS OF USE OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, SERVICES, CONTENT AND/OR DIGITAL DOWNLOADS, WITH THE DELAY OR INABILITY TO USE THE Uncivilized.com SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE PRODUCTS OR SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE Uncivilized.com SITE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF Uncivilized.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS TERMS OF USE OR POSTED ON THE SITE, THE MAXIMUM LIABILITY THAT Uncivilized.com SHALL HAVE IS LIMITED TO ANY AMOUNTS ACTUALLY PAID TO Uncivilized.com BY END USER. ORDER INFORMATION SUCH AS BILLING OR SHIPPING ADDRESS THAT IS INACCURATE OR INCOMPLETE MAY RESULT IN DELAYS THAT SHALL NOT BE THE RESPONSIBILITY OF Uncivilized.com. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS TERMS OF USE) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

8. Policy to Terminate Privileges for Copyright Infringement. Pursuant to 17 U.S.C. § 512

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as amended by Title II of the Digital Millennium Copyright Act (the "Act"

), Uncivilized.com will terminate the account of any customer, or vendor who uses his or her privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to the Uncivilized.com and later confirmation through court order or an admission by the customer that an account has been an instrument of unlawful infringement, Uncivilized.com will terminate the infringing customer's account. Uncivilized.com may also in its sole discretion decide to terminate a customer's account privileges prior to that time if it has good belief that infringement has in fact occurred. In addition, pursuant to 17 U.S.C. § 512(c), Uncivilized.com has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Uncivilized.com respects the intellectual property of others and we ask other to do the same.

If you believe that your copyright has been infringed through the Uncivilized.com website, please contact "Legal Department", via email at sales@Uncivilized.com

Any written notice describing the infringing activity must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive that is allegedly infringed;
- A description of the allegedly infringing work or material;
- A description of where the allegedly infringing material is located on the site;
- Information reasonably sufficient to allow us to contact you, such as your address, telephone number and e-mail address;

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· A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright or other proprietary right owner, its agent, or the law; and

· A statement by you that the above information and notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner whose exclusive right is allegedly infringed.

1.

Each of these policies may be changed from time to time and are effective immediately after we post the changes on the Site. In addition, when using particular services on the Site, you agree that you are subject to any posted policies or rules applicable to services you use through the Site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement.