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Except as otherwise provided elsewhere in this Agreement or on the Site, anything you submit or post to the Site and/or provide us, including without limitation, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively "Submissions") is and will be treated as non confidential and nonproprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, publish, perform, sell, lease, transmit, adapt, create derivative works from such submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such submissions. All submissions shall automatically become our sole and exclusive property and shall not be returned to you.

In addition to the right applicable to any submission, when you post comments or reviews to this Site, you also grant us the right to use the name that you submit with any review, comment, or other content You represent and warrant that you own or otherwise control all of the right to the reviews, comments and other content that you post on this Site and that use of reviews, comments or other content by us will not infringe or violate the rights of any third party. You shall not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any submissions or content. We may, but shall not be obligated to remove or edit any submissions (including comments or reviews), for any reason.

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RISK OF LOSS

The risk of loss and title for items purchased by you pass to you upon our delivery of the items to the carrier, pursuant to our terms of sale. We do not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, we do not take title to the refunded item.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedies, we may, without notice to you, immediately terminate the Agreement or revoke any or all of your rights under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all passwords and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

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TYPOGRAPHICAL ERRORS

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information from our suppliers, we have the right to refuse, cancel any orders placed for product listed at the incorrect price. We 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 cancelled, we shall immediately issue a credit to your credit card account in the amount of the charge.

REMEDIES

You agree that our remedy at law for any actual or threatened breach of this Agreement would be inadequate and that we shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that we may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitations, attorney's fees.

No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorney's fees and expenses. No instance of waiver by us of our rights or remedies under these terms and conditions shall imply any obligation to grant any similar, future or other waiver.

APPLICABLE LAW

By using this Site, you agree that the Federal Arbitration Act, applicable law and the laws of the state of Delaware, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and us.

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