

# Additional Legal Terms

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Attempt, through any means, to gain unauthorized access to this Website, or to another user's account.

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Use the Website for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable.

Post or transmit third-party copyrighted information or in any way infringing upon the intellectual property rights of others.

Use the Website for the transmission of junk mail, spam, chain letters, or unsolicited mass distribution of email.

Transmit any material that could constitute, or encourage conduct that could constitute, a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation.

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Information in this Website is provided 'as-is' without any express or implied warranties, including but not limited to the implied warranties of merchantability, fitness or a particular purpose, and noninfringement. ImOn shall not be liable to any party for any direct, indirect, consequential, or other damages for use of this Website or other hyperlinked Websites.

## **Security**

ImOn uses reasonable precautions to protect the privacy of your credit card and other ordering information by utilizing a Secure Socket Layer (SSL) connection. Accordingly, your credit card and other ordering information, such as your name and address, is encrypted using the SSL connection and is not expected to be read in an intelligible form as it travels to ImOn's order processing system. ImOn's order processing systems are not accessible to the public.

Many Web browsers support the use of an SSL connection, but, if your browser does not support the use of an SSL connection, or if you prefer not to send your credit card number over the Internet, you can place your order by telephone.

Please protect your username and password. If you use any part of the Sites that requires a username or password, then you are responsible for maintaining the confidentiality of that username and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. If the confidentiality of your account or password is compromised in any manner, you should notify ImOn immediately.

### **Google Analytics**

Google Analytics is a web analysis service provided by Google. Google utilizes the data collected to track and examine the use of www.example.com, to prepare reports on its activities and share them with other Google services. Google may use the data collected to contextualize and personalize the ads of its own advertising network. Personal data collected: Cookie and Usage Data. Place of processing: USA. Find Google's privacy policy [here](#).

## **Purchasing Products and Services On Line**

### **General**

You agree to purchase the products and services ordered on the various order screens when you click the SUBMIT (or similar) button on the product or service order screen. The terms of the purchase agreement include the information included on the various order screens and the terms of this section. Such agreement is in addition to and not in lieu of the agreement with user formed by user's use of the Internet site.

### **No Warranties by ImOn**

ImOn makes no express representations or warranties about its services and disclaims any implied warranties including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. ImOn does not authorize anyone to make a warranty of any kind on ImOn's behalf and you may not rely on any statement of warranty. ImOn is not the manufacturer of the products and the only warranty applicable to the products used in connection with the services is the one provided by the product manufacturers. This section survives termination of this agreement.

### **Product Warranty by Manufacturer**

Each ImOn product comes with a limited warranty provided by the manufacturer. The warranty is either included with the product itself or can be obtained from the product manufacturer.

### **Limitation of Liability**

Neither ImOn nor any of its affiliates, directors, employees, or representatives of any of them is liable for damages arising out of or in connection with the use of the products. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, and claims of third parties.

### **Shipping and Billing to US Address Only, Product Availability**

ImOn does not process orders to foreign shipping or billing addresses. ImOn tries to give product availability information on this Website, but sometimes products are unexpectedly unavailable. In addition, ImOn updates and improves its products and services on a continuous basis. ImOn will

inform you if any ImOn products that you ordered turn out to be unavailable or if any service that you ordered has been changed. ImOn may use e-mail to inform you.

### **E-mail Receipt**

After you place an order with ImOn, you should receive an e-mail acknowledgement within one business day to confirm that we have accepted your order and are processing it. The e-mail will contain the details of your order, and the itemized and total amounts that will be billed to your credit card—including all applicable taxes and charges. A receipt will also be included with your purchase. Be sure to keep your receipt. You will need it if you require any warranty service.

### **Charging Your Credit Card**

ImOn charges your credit card immediately after it receives your order and performs a credit check. If a product cannot be shipped within 3 business days of your order, ImOn will credit your credit card and cancel your order unless you instruct us otherwise. If your credit card is rejected when ImOn charges it, ImOn is not obliged to ship any products or activate any service for your account. ImOn will contact you by e-mail or any other reasonable means to advise you of the situation and will request you to call customer service.

### **Prices, Taxes and Shipping & Handling**

All prices are stated and payable in US dollars. The prices for products and services quoted on this Website do not include taxes.

ImOn charges all applicable taxes on products and services.

Shipping charges shall be at current rates and will be included in the charges to your credit card purchase.

### **Customer Comments**

ImOn welcomes the submission of comments, information or feedback through this site; however, ImOn does not want to receive confidential or proprietary information from you. By submitting information through this site you agree that the information is not confidential and shall become the property of ImOn, including an assignment of all rights and titles to such information. ImOn shall have the unrestricted right to use such information for any purpose and without compensation to the submitting party.

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## **Indemnification**

You agree to indemnify, defend, and hold harmless ImOn, its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers to the ImOn Website from and against all losses, expenses, damages, and costs, including reasonable attorney fees, resulting from any violation of this agreement by you, or your violation of any rights of a third party.

## **Severability**

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions.

## **Enforceability and Admissibility**

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