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To the maximum extent permitted by applicable law, in no event shall the Company, its officers, directors, employees, agents, licensors and suppliers, shall not be liable for any indirect, punitive, incidents, special, consequential or damages including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the product or service.

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INDEMNIFICATION

You agree to indemnify, defend, and hold the Company, subsidiaries, affiliates, partners, officers, directors, employees, interns, subcontractors, agents, licensors and suppliers harmless from any demand, loss, liability, claims or expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of these Terms and Conditions or any activity related to you or any other person accessing this Site or any products and services offered on the Site.

APPLICABLE LAW

This Site is created, controlled and maintained by the Company, in the State of California. Accordingly, the laws of the State of California shall in all events govern any disputes relating to this Site, including those relating to any transaction conducted hereon, and shall likewise govern the terms, conditions, disclaimers, policies and notices contained herein, all without giving effect to any conflict of laws principles. The Company makes no representations as to the compliance of this Site or its Terms and Conditions with any applicable law. If you choose to access this Site from outside of the United States, you do so at your own risk and are responsible for compliance with all applicable laws. You may not use this Site in violation of United States export laws. By using this Site, including by virtue of purchasing products hereon, you agree to submit to the jurisdiction of the State of California and agree that it shall serve as the sole and exclusive

venue for any disputes relating to this Site. Any claim or cause of action brought by you with respect to matters related to this Site, including these Terms and Conditions, must be brought in a court of competent jurisdiction located in San Diego County and must be commenced no later than one (1) year after the claim arises. If any provision of these Terms and Conditions is deemed to be void, unlawful or unenforceable for any reason, all other provisions contained herein shall remain in full force and effect. These Terms and Conditions constitute the entire agreement as to matters relating to this Site.

GENERAL

We reserve the right to refuse service to anyone for any reason at any time. By using this Site, you acknowledge and agree that these Terms and Conditions, which include our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications. We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the website. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to all such terms and conditions.

AGE OF CONSENT

By using this Site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this Site.

ACCURACY

We attempt to be as accurate as possible when describing our products on our Site; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors, or other content available on the Site are accurate, complete, reliable, current, or error free.

NOTICE

The Company may deliver notice to you by email, a general notice on the Site, or by another reliable method to the address you have provided to us.

TERMINATION OF TERMS AND CONDITIONS

The Company may terminate these Terms and Conditions, or any part of them, without notice at any time, for any reason. The provisions relating to Copyrights, Limitation of Liability, Applicable Law and Indemnification, shall survive any termination.

CHANGES TO TERMS AND CONDITIONS

You can review the most current version of the Terms and Conditions at any time at this page. We reserve the right, at our sole discretion, to update, modify, change or replace any part of these Terms and Conditions by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or the service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

PROMOTIONAL EMAILS

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

CONTACT INFORMATION

Questions about our Terms and Conditions should be sent to us through the contact form on the Site.