

# TERMS OF USE

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## PRIVACY

**ISYFL** is very respectful about the privacy concerns of the visitors to its sites on the Internet. Certain non-personal information of visitors is recorded by the standard operation of **ISYFL**'s Internet servers. This information is primarily used to provide an enhanced online experience for the visitor. Use of this information includes internal review of the number of visitors to the sites in an aggregate and non-personally-identifiable form. E-mail addresses and other personally identifiable data about visitors to this site are known to **ISYFL** only when voluntarily submitted.

This data in an aggregate form that may be provided to other parties for marketing, advertising or other uses. We sometimes also use e-mail addresses and other personally identifiable information to contact visitors who communicate with us. For example, we direct e-mail to visitors who provide us with their e-mail addresses for specific purposes such as receiving our e-mail newsletters or being notified if they have won one of our contests. Each e-mail newsletter always contains instructions on how to discontinue receipt of the newsletter.

Personally identifiable information that may be collected in connection with visitors voluntarily filling out contest entry forms or subscribing to newsletters is retained by **ISYFL** and used for its internal business and marketing purposes.

## ONLINE STORE TERMS

By agreeing to these Terms of Service, 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. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## 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.

#### ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more-timely sources of information. Any reliance on the material on this site is at your own risk. 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.

#### MODIFICATIONS TO THE SERVICE AND PRICES

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.

#### PRODUCTS OR SERVICES (if applicable)

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.

#### ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## 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. 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.

## 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 of Service. 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 the Service 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.

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- Post any sexually explicit image.
- Impersonate another person or entity.
- Post any content which libels, defames, invades privacy, or is obscene, pornographic, abusive, harassing, hateful, or threatening.
- Post any content which infringes any intellectual property or other right of any entity or person, including, but not limited to violation of copyrights, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- Post any content, which violates any law or advocates illegal activity.

- Advertise or otherwise solicit funds, post any content which is a solicitation for goods, services or participation in any pyramid schemes, or post any chain letters.

**ISYFL** does not represent or guarantee the truthfulness, accuracy, and reliability of any communications posted by other users. You acknowledge that any reliance on material posted by other users will be at your own risk. **ISYFL** might not screen communications in advance and is not responsible for screening or monitoring material posted by users. **ISYFL** reserves the right to remove any material that violates the above conditions, is otherwise inappropriate, or does not positively contribute to the forum.

## CONTESTS

From time to time, **ISYFL** may conduct contests. See the Official Contest Rules for rules, which may apply, to particular contests. No Purchase is Necessary to enter a contest conducted by **ISYFL**. Any contest conducted by **ISYFL** is open to United States citizens, 18 years or older or otherwise specified, except employees of **ISYFK** and their immediate families (immediate family is defined as a parent, sibling, child or any person residing in the same household as the employee). All contests conducted by **ISYFL** are intended for play in the United States only and shall only be construed and evaluated according to United States law. Do not enter any contest conducted by **ISYFK** if you are not located in the United States. Contests conducted by **ISYFK** are void where prohibited and are subject to all federal, state and local laws and regulations.

Any prize awarded in connection with a contest conducted by **ISYFL** is non-transferable. No substitution or cash equivalent for any prize is permitted, except by **ISYFL** in its sole discretion. In case of unavailability of any prize, **ISYFL** reserves the right to substitute a prize of equal or greater value. Taxes, if any, are the sole responsibility of the winner. The odds of winning a contest conducted by **ISYFL** will depend on the total number of entries received.

**ISYFL** is not in any way liable for damage, loss or injury resulting from the award or use of any prize. The winner assumes all liability for injuries caused by or claimed to be caused by his or her participation in a contest conducted by **ISYFL**. **ISYFL** reserves the right, in its sole discretion, to cancel or suspend any contest should virus, bugs or other causes beyond the control of **ISYFL** corrupt the administration, security or proper administration of the contest. **ISYFL** reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of a contest conducted by **ISYFL** or to be acting in violation of these rules or the Official Contest Rules for any contest conducted by **ISYFL**. Internet or e-mail entrants must have a valid e-mail address. **ISYFL** assumes no responsibility for lost, mutilated or misdirected entries. **ISYF** is not responsible for late entries, for incorrect, inaccurate or incomplete entry information whether caused by a contestant or by an equipment or technical malfunction or by any technical or human error, which may occur in the processing of the entries in a contest, conducted by **ISYFL**. An entry that is illegible, incomplete or late will be disqualified. If a prize notification is returned as undeliverable or **ISYFL** cannot contact the winner for any reason within ten days, the prize may be forfeited and an alternate winner may be selected by random drawing of the remaining eligible entries. Contest entries will be judged by **ISYFL**, whose decision on winner selection and all other matters relating to this contest are final. By accepting a prize, the winner grants **ISYFL** permission for the use of their name photos and biographical information for advertising or promotional purposes without additional compensation, except where prohibited by law. All entries become property of **ISYFL** and will not be returned.

**ISYFL** reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of any contest conducted by **ISYFL**.

## 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 of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, 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).

## ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, 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 of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## INDEMNIFICATION

You agree to defend, indemnify and hold harmless, **ISYFL**, its officers, directors, employees, agents, distributors, advertisers, sponsors, content partners and affiliates from and against any and all claims, actions, demands, liabilities, costs, or expenses, including reasonable attorney's fees, resulting from your breach of the terms of this Agreement.

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