

Terms and Conditions for Use

(referred to in this document as "Terms & Conditions")

These Terms & Conditions were last updated on 27/03/2017

1. Introduction

1.1 These Terms & Conditions set out the terms between you, the customer, and REN Media Group USA, Inc. (referred to in this document as 'The Company') and shall apply to your use of this website and to all services, goods, property, businesses, or other things ("Offerings") offered by The Company using this website, whether manufactured, distributed, licensed, created, or supplied wholesale.

1.2 Your use of this website and any Offerings contained within constitutes acceptance of these Terms & Conditions in full.

1.3 You should not use this website if you do not accept with these Terms & Conditions in full.

2. Customer Information

2.1 You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.

2.2 You are responsible for maintaining your own username and password, where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

2.3 You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

2.4 As a customer you are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

2.5 Our website is only intended for use by adults. Adults may purchase Offerings for children as long as the Offerings purchased are intended by the manufacturer or creator for use or consumption by children.

2.6 We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

3. License and Access

Subject to your compliance with these Terms & Conditions, The Company or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of this website. This license does not include any resale or commercial use of any portion of this website, or its contents; any collection and use of any Offerings listed, descriptions, or prices; any derivative use of any portion of this website or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms & Conditions are

reserved and retained by The Company or its licensors, suppliers, publishers, rightsholders, or other content providers. No portion of this website may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of The Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of The Company without express written consent. You may not use any meta tags or any other "hidden text" utilizing The Company's name or trademarks without the express written consent of The Company. You may not misuse this website. You may use this website only as permitted by law. The licenses granted by The Company terminate if you do not comply with these Terms & Conditions.

4. Privacy

Please review our Privacy Notice, which also governs your use of this website, to understand our practices.

5. Electronic Communications

When you use this website, make telephone calls, or send e-mails, text messages, and other communications from your desktop or mobile device to The Company, you are communicating with The Company electronically. You consent to receive communications from The Company electronically, such as e-mails, texts, mobile push notices, or notices and messages on this website or through other means, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that all telephone calls with The Company will be recorded and that you consent to such recording.

6. Pricing and Title

6.1 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of an Offering is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at any time up to the shipment of that order and any related items.

6.2 We reserve the right to alter all Offering pricing without notice and in our sole discretion.

6.3 Title in any Offerings does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped or delivered.

6.4 The Company reserves the right to recover any Offerings supplied to the customer irrespective of where the Offerings are located or on whose premises the Offerings are located until full payment has been received.

6.5 All prices EXCLUDE packing, packaging and delivery charges.

6.6 Overdue accounts will be charged interest at the maximum rate allowed by law.

7. Offering Descriptions

The Company attempts to be as accurate as possible. However, we do not warrant that the descriptions of Offerings or other content of our website is accurate, complete, reliable, current, or error-free. If an Offering offered by us is not as described, your sole remedy is to return it in unused condition.

8. Events outside our control

We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

9. Disclaimer of Warranties and Limitation of Liability

THIS WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THIS WEBSITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE, THE COMPANY'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

10. Disputes

Any dispute or claim relating in any way to your use of this website, or to any products or services sold or distributed by The Company or through this website must be resolved by binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms & Conditions as a court would.

Before beginning an arbitration proceeding, you must first send a letter requesting arbitration and describing your claim to us at: Attention: Chief Legal Officer, 1499 Gulf to Bay Boulevard, Suite 4000, Clearwater, Florida 33755. If you do not receive what you believe is a satisfactory response or resolution from us within 60 days from the date of deliver of your letter to us describing your claim, then you may proceed to initiate and file an arbitration proceeding. It is mandatory that the arbitration proceeding will be conducted by and under the applicable rules of the National Arbitration and Mediation (NAM), 2151 Chianti Place, Palm Harbor,

Florida 34683 - Tel: (727)-474-2151 (www.namadr.com). You can get a copy of NAM's rules by contacting it or visiting its website. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Pinellas County, Florida or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

11. Applicable Law

By using this website, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Florida, without regard to principles of conflict of laws, will govern these Terms & Conditions and any dispute of any sort that might arise between you and The Company.

12. Copyright

12.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.

12.2 The data mining, extraction or utilization of product information from our website is not permitted without our express prior written permission.

13. User Generated Content

13.1 Where the facility exists you may provide reviews or public feedback on the website of products purchased by you, also known as user-generated content.

13.2 Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.

13.3 As part of providing this content to us you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.

13.4 Such content shall not infringe the intellectual property rights of any other party. Furthermore the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

13.5 We reserve the right to remove any content, which breaches or risks breaching these Terms & Conditions.

13.6 However, we shall not assume any responsibility for auditing or monitoring any user generated content.

13.7 Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these Terms & Conditions.

14. Indemnity

By your use of our website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these Terms & Conditions by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these Terms & Conditions.

15. Variation

We reserve the right to vary these Terms & Conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

16. Assignment

We reserve the right to assign our rights and also our obligations under these Terms & Conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

17. Severability

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

18. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

19. Third Parties

These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.
