

# Pandora's Hope Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by Pandora's Hope LLC (PH). By placing your order for Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be subject to these terms and conditions, you must click "I do not accept".

1. Other Documents. This agreement may NOT be altered, supplemented, or amended by the use of any other document(s) (save those mentioned herein) unless otherwise agreed to in a written agreement signed by both you and PH.

2. Payment Terms; Orders; Quotes; Interest. Terms of Payment are within PH's sole discretion, and unless otherwise agreed by PH, payment must be received by PH prior to PH's acceptance of an order. Payment for the products must be made in money using PayPal, an online payment service provider. For a list of PayPal legal notices, including privacy statement and User Agreement, see [https://cms.paypal.com/cgi-bin/marketingweb?cmd=\\_render-content&content\\_ID=ua/Legal\\_Hub\\_full&locale.x=en\\_US](https://cms.paypal.com/cgi-bin/marketingweb?cmd=_render-content&content_ID=ua/Legal_Hub_full&locale.x=en_US). Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. Your order is subject to cancellation by PH, in PH's sole discretion. PH does not intend to be bound unless the price is fixed or agreed. PH is not responsible for pricing, typographical, or other errors in any offer by PH and reserves the right to cancel any orders arising from such errors.

3. Delivery; Shipping Charges; Taxes; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from PH to Customer upon identification for shipment to a customer. Identification occurs when the bar code attached to the product is scanned. You agree that all shipments are made F.O.B. Mesa, AZ (Place of Shipment). You must notify PH within 30 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide PH with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping and delivery dates are estimates only.

4. Warranties. THE LIMITED WARRANTIES APPLICABLE TO PH-BRANDED PRODUCTS CAN BE FOUND AT [www.pandorashope.com](http://www.pandorashope.com) OR IN THE DOCUMENTATION PH PROVIDES WITH ANY PH-BRANDED PRODUCT. ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY PH.

A. Risk of Use. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

B. Express Warranties. PH MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN PH'S APPLICABLE BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. PH'S -BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN FULL, AND PH IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL PH RECEIVES PAYMENT IN FULL.

C. Disclaimer of Warranties. PH MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-PH-BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT EXCEPT THOSE STATED IN PH'S APPLICABLE BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY PH "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY PH.

PH DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCT AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE PRODUCT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT THE PRODUCT OR SERVICES WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE OR OTHER THIRD PARTY SERVICES, OR THAT DEFECTS IN THE PRODUCT OR SERVICES WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THE PRODUCT IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PH SHALL CREATE A WARRANTY. SHOULD THE PRODUCT OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

5. Software. All software is provided subject to the PH Software License Agreement. You agree that you will be bound by the PH Software License agreements in addition to these terms. The agreement can be found at [www.pandorashope.com](http://www.pandorashope.com). Title to the software remains with the applicable licensor(s).

6. Refund Policy. PH's Refund policy can be found on the PH Service Description and you agree to those terms. You must return the product to us in the original packaging with an unbroken seal. You are responsible for risk of loss, shipping and handling fees for returning or exchanging the product. If you fail to follow the return or exchange instructions and policies provided by PH, PH is not responsible for products that are lost, stolen, damaged, modified, or otherwise processed for disposal or resale. At the discretion of PH, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.

7. Service and Support. In addition to these terms and conditions, PH may provide service and support to you in accordance with term and conditions of PH's service descriptions located at [www.pandorashope.com](http://www.pandorashope.com). Your purchase of service is pursuant to this agreement and the terms and conditions of PH's Service Descriptions. PH may in its discretion revise its service agreement and the terms and conditions that govern them without any prior notice to you. PH has no obligation to provide service or support until PH has received full payment for the product/ service contract you purchased. PH is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third party. It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). PH will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by PH. PH is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to PH providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause PH to be liable for copyright infringement, if such data was copied by PH. Parts used in repairing or servicing Product(s) may be new, equivalent to new or reconditioned.

#### 8. LIMITATION OF LIABILITY.

A. Claims: PH DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF CONSORTIUM, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT.

B. Remedies: PH WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, PH IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

C. Pornography: PH DOES NOT ACCEPT LIABILITY FOR DAMAGES ARISING FROM AN ADDICTION TO PORNOGRAPHY, INTERNET USE, OR ANY CAUSE OF ACTION ARISING FROM VIEWING IMAGES OR PRINTED MATERIAL ON THE INTERNET. USER ACKNOWLEDGES THAT THE INTERNET CONTENT FILTERING SERVICE PROVIDED BY PH DOES NOT GUARANTEE THAT THE USER WILL BE UNABLE TO ACCESS INAPPROPRIATE INTERNET CONTENT. USER FURTHER ACKNOWLEDGES THAT REGARDLESS OF HOW MANY CONTROLS ARE PLACED OVER INTERNET USAGE, THERE IS ALWAYS A POSSIBILITY THAT AN INDIVIDUAL MAY VIEW INAPPROPRIATE CONTENT.

9. Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states of the United States. You agree and represent that you are buying for your own internal use only, and not for resale or export.

10. Governing Law. YOU AGREE THAT THIS AGREEMENT, ANY SALES THEREUNDER OR ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN CUSTOMER AND PH arising from or relating to this agreement, its interpretation, termination, validity, or breach thereof SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, WITHOUT REGARD TO CONFLICTS OF LAW.

11. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN CUSTOMER AND PH, its agents, employees, principals, successors, assigns, or affiliates arising from or relating to this agreement, its interpretation, termination, validity, or breach thereof SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) OR JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

12. Complete Agreement. This document constitutes the entire agreement between you and PH relating to the Terms and Conditions of Sale and supersedes all prior or contemporaneous understandings relating to the same subject matter. No amendment to or modification of these terms will be binding unless in writing and signed by PH.

13. Severability. If any provision of this agreement is illegal or unenforceable for any reason, it shall not affect the validity or enforceability of the remaining provisions.

14. Acknowledgment. You acknowledge that they have read this Agreement and fully understand it.

\*If you do not wish to be subject to these terms and conditions, click "I do not accept".\*

