

If at any time, you do not agree with this Agreement, your sole recourse is to not use, or stop using H2Edesignstore.com.

### **User Agreement**

This Agreement sets forth the terms and restrictions regarding the use of the H2edesignstore ("H2E") web site ("h2edesignstore.com"), by you, a user of H2edesignstore.com, and the entity you represent (hereinafter collectively "you" or "your"). By using H2edesignstore.com, in any manner, you agree to all terms and conditions contained or referenced in this Agreement. This Agreement applies only to your use of H2edesignstore.com, and does not change or alter any other agreement between you and H2E Design, LLC. By using and accessing H2edesignstore.com, you indicate that you have read and understand this Agreement and agree to be bound by this Agreement. If at any time you do not agree with this Agreement, your sole recourse is to not use, or stop using H2Edesignstore.com. Viewing any page other than this Agreement and the H2edesignstore.com home page at [www.h2edesignstore.com](http://www.h2edesignstore.com) constitutes use of H2edesignstore.com, agreement with this Agreement, and acceptance of this Agreement by you.

### **Section 1**

#### **This Agreement**

Amendments, Modification and Change

H2E Design, LLC reserves the right, in its sole discretion, to amend, modify or change this Agreement at any time without prior notice to you. You should visit this page periodically to review the current Agreement. Your continued use of H2edesignstore.com following the posting of any changes to this Agreement constitutes acceptance of those changes.

### **Section 2**

#### **Intellectual Property and the Protection Thereof**

H2edesignstore.com is the intellectual property of H2E Design, LLC. This intellectual property includes, but is not limited to, the products, images, descriptions, the methods, processes, procedures, software, internet technology, web design, page layouts, source code, and all other intellectual property rights covered under United States intellectual property law and has a patent pending with the United States Patent Office.

### **Section 3 - Copyrights**

H2edesignstore.com is the Copyright of H2E Design, LLC. All rights reserved worldwide.

### **Section 4 - Ownership and Use of Web Site Information**

All information, materials and software on H2edesignstore.com, except noted third party materials, are the copyrighted work of H2edesignstore.com and are protected under United States and worldwide copyright laws and treaty provisions. You may

download, view, copy and print documents (such as, white papers, press releases, services, etc.) from H2edesignstore.com subject to the following: any such use is solely for informational, non-commercial use; you may not modify or revise documents in any manner; you must keep and plainly display all copyright and other proprietary notices, in the same form and manner as on the original; you must display a statement that the materials are used solely with the permission of H2E Design, LLC. Your use of documents specified above does not include the layout or design of H2edesignstore.com or the logos, graphics, sounds or images on this web site. H2E Design, LLC reserves the right to revoke its authorization at any time, and your use shall be discontinued immediately upon notice from H2E Design, LLC. If you want to use the documents referenced above or any other content of H2edesignstore.com in a manner that is not allowed in this Agreement, you must receive H2E Design, LLC prior written consent.

### **Section 5 - Fees and Penalties**

You hereby acknowledge and agree that H2edesignstore.com derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts under the circumstances to maintain its secrecy; and is a trade secret as defined under applicable state statute.

### **Section 6 - Methods of Payment, Credit Card Terms and Taxes**

H2E Design, LLC is only responsible for transactions made through the H2E Design, LLC payment gateway and merchant account services as registered in the name H2E Design, LLC. H2E Design, LLC is NOT an aggregator of transactions or funds in any way, shape or form. All payments must be made by VISA, MasterCard, American Express, and Discover, credit cards each of which may be removed by H2E Design, LLC in its sole discretion. Unless expressly set forth H2edesignstore.com, no other form of payment is accepted. If any other form of payment is offered or accepted, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. YOU, AND NOT H2E DESIGN, LLC OR ANY OF ITS USERS, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases including any applicable taxes at the rates in effect when the charges were incurred. Unless you notify H2E Design, LLC of any discrepancies within thirty 30 days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If H2E Design, LLC or its users do not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by H2E Design, LLC and its agents or users and their agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes.

## **Section 7 - User Accounts**

The operation, management, and maintenance of your H2edesignstore.com account and information is your sole responsibility. H2Edesignstore.com only provides technical support related to the use of H2edesignstore.com and its software.

## **Member Specific Terms and Conditions**

### **Section 8 - Prohibited Use and Communications**

H2Edesignstore.com prohibits any unsolicited or bulk e-mail transmission to be sent, or caused to be sent, over the Internet, to any H2edesignstore.com e-mail address. You may not harvest or collect e-mail addresses from H2edesignstore.com for the purpose of sending unsolicited or bulk e-mail. H2E Design, LLC prohibits any e-mail transmission to be sent, or caused to be sent, to any H2edesignstore.com e-mail address if the e-mail is intended to, or appears intended to, harass, embarrass, threaten, defame or impersonate any person, or if the e-mail is pornographic, offensive, indecent, discriminatory or offensive on the basis of sex, color, national origin, race, age, religion, sexual orientation or disability. H2E Design, LLC prohibits any e-mail transmission to be sent, or caused to be sent, to any H2edesignstore.com e-mail address that makes use of a forged header or deceptive addressing, or which attempts in any manner to disguise the source of the e-mail. You may not use H2edesignstore.com its contents in any way that could overburden, impair, disable or damage any H2E Design, LLC server, or the networks connected to any H2E Design, LLC server. You are prohibited from using H2edesignstore.com or its contents to interfere with any other party's use of H2edesignstore.com or any of H2E Design, LLC's products and services. You may not attempt to gain unauthorized access (through hacking, brute force, and password mining or any other means) to any services, accounts, computer systems, or networks connected to any H2E Design, LLC server or to any of H2E Design, LLC products or services. You may not obtain or attempt to obtain any materials or information that has not been made intentionally available by H2E Design, LLC on H2edesignstore.com. You agree that H2E Design, LLC may, in its sole discretion and at any time, terminate your access to H2edesignstore.com and any account(s) you may have in connection with H2edesignstore.com. Access to H2edesignstore.com may be monitored by H2E Design, LLC You agree not to attempt to reverse engineer H2edesignstore.com in any way or gain access to any H2edesignstore.com source code, server-side scripting, included code, query strings, cookies, or any other proprietary information that is not intentionally made public. H2E Design, LLC reserves the right to monitor connections to H2edesignstore.com for security purposes.

### **Section 9 - Unauthorized Access and Password Protection**

You shall prevent unauthorized users from accessing H2edesignstore.com, and accept responsibility for, and shall be liable for, all access to H2edesignstore.com in connection with your password. You shall be responsible for the confidentiality of your password.

### **Section 10 - Your Information**

You shall be responsible and liable for the accuracy of all information you provide on H2edesignstore.com and to H2E Design, LLC. You will indemnify and hold H2E Design, LLC (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information you provide on H2edesignstore.com or to H2E Design, LLC.

### **Links to third party web sites**

#### **Section 11 - Third party web sites**

H2edesignstore.com contains links to other web sites solely as a convenience to persons who visit H2edesignstore.com. H2E Design, LLC makes no representations about web sites linked to H2edesignstore.com. The inclusion of any such link on H2edesignstore.com does not imply that H2E Design, LLC endorses, recommends or accepts any responsibility for such sites, their content, products, services or companies. In addition, H2E Design, LLC is not responsible for the practices of those sites, even though H2E Design, LLC's name or logo may appear on those sites. We encourage you to read the terms of use and privacy policies of any web site that you visit, including those linked to H2edesignstore.com as their terms and policies may differ from ours.

### **Links to H2edesignstore.com**

#### **Section 12 - Linking to H2edesignstore.com**

H2E Design, LLC appreciates your interest in linking your web site to H2edesignstore.com. If you link your web site to H2edesignstore.com you agree to the following terms:

#### **Section 13 - Links**

You may include active links on web sites you control to direct a browser to H2E Design, LLC current "home page" at "H2edesignstore.com" However, you may not include web site links to any other page maintained on H2edesignstore.com unless you have received prior written permission of an officer of H2E Design, LLC or unless the your linking site is an Internet search engine.

#### **Section 14 - Framing**

You may not "frame" or otherwise impose editorial comment, commercial material or any type of identification on (or in proximity to) content displayed on H2edesignstore.com.

#### **Section 15 - Modify/Replicate**

You may not alter or modify H2edesignstore.com content or "cut and paste" or otherwise reproduce H2edesignstore.com content on the web site that links to H2edesignstore.com.

**Section 16 - Misrepresentation**

You must not misrepresent your relationship with H2E Design, LLC or imply that H2E Design, LLC is endorsing or sponsoring you or your web site.

**Section 17 - Mislead**

You must not present false, misleading or defamatory information about H2E Design, LLC, its products or services.

**Section 18 - Content**

The content on your site must be lawful and must not contain libelous, defamatory, obscene or pornographic material.

**Section 19 - Risk**

H2E Design, LLC makes no representations or warranties regarding the H2E Design, LLC web site, which is provided "as is." You link to H2edesignstore.com at your own risk. H2E Design, LLC is under no obligation to maintain H2edesignstore.com, provide or update H2edesignstore.com content or otherwise support your link to the H2E Design, LLC web site.

**Section 20 - Termination**

H2E Design, LLC may revoke this authorization at any time for any reason.

**Section 21 - Indemnity**

You will indemnify and hold H2E Design, LLC (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

**Section 22 - No Warranty**

THIS WEB SITE, ITS CONTENTS AND ANY SOFTWARE (COLLECTIVELY, "H2edesignstore.com") PROVIDED HEREIN IS PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT PERMITTED BY LAW, H2E Design, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. H2E Design, LLC DOES NOT WARRANT THAT THE FUNCTIONALITY OR OPERATION OF H2edesignstore.com WILL BE UNINTERRUPTED OR FREE FROM ERROR, THAT ANY DEFECTS IN THE WEB SITE WILL BE CORRECTED, OR THAT THE WEB SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.

**Section 23 - Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, H2E Design, LLC DISCLAIMS LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO,

DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES) IN ANY WAY ARISING FROM THE FUNCTIONALITY OR OPERATION OF H2edesignstore.com (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM INTERRUPTIONS OF SERVICE OR DELAYS IN OPERATION OR TRANSMISSION), EVEN IF H2E Design, LLC IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Section 24 - Release**

If you have a dispute with one or more users, you release H2E Design, LLC (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You, by using H2edesignstore.com release H2edesignstore.com, and their respective partners, vendors, agents, representatives, sponsors, service agencies and independent contractors, and each of their respective directors, officers, partners, employees and agents, including advertising and promotion agencies, from any and all liability with respect to your use of H2edesignstore.com, and also acknowledge that you did not receive any representations, warranty or guarantee, express or implied, in fact or in law, relative to your use of H2edesignstore.com, including but not limited to its quality, mechanical condition or fitness. In the case of any dispute, H2E Design, LLC decision shall be final.

#### **Section 25 - Liability**

Regardless of the previous paragraph, if we are found to be liable, you agree that our liability to you or to any third party is limited to the greater of (a) the total price you paid for your purchase using H2edesignstore.com giving rise to the liability, and (b) \$100.

#### **Section 26 - Availability**

H2E Design, LLC may change the products, services, prices, and programs mentioned on H2edesignstore.com at any time without notice. Additionally, all products and services referred to on H2edesignstore.com are subject to availability and qualifications. Terms, conditions, and exclusions not described on this web site may apply. H2edesignstore.com can be accessed from countries around the world and may contain references to products, services and programs that have not been announced in your country. These references do not imply that H2E Design, LLC intends to announce such products, services or programs in your country.

#### **Section 27 - Jurisdictional Statement**

H2edesignstore.com is controlled, operated and intended for use with the United States of America as well as Internationally.

**Section 28 - No Waiver**

H2E Design, LLC reserves the right to take all legal and technical steps available, including pursuing civil remedies and criminal prosecution, for violation of this Agreement. H2E Design, LLC's failure to enforce this Agreement in every instance in which it might have application does not amount to a waiver of H2E Design, LLC's rights.

**Section 29 – Captions**

The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

**Section 30 – Refunds and Damages**

H2E Design, LLC will provide a refund for products purchased through H2edesignstore.com minus the cost of shipping up to 30 days after the date of the purchase. All products must be returned to H2E Design, LLC at the purchaser's expense. If the product is damaged, please provide a complete detail in writing to H2E Design, LLC as to the damaged part or operation of the product with your return and a replacement product will be shipped to you at no additional charge.

**Section 31 - Entire Agreement**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes all previous verbal and written agreements relating thereto.