**ILLUMAGEAR**

**TERMS OF SALE**

Please review the following Terms of Sale (the "Terms") carefully before using ILLUMAGEAR.com and before purchasing products from our website, as the Terms constitute a legally binding agreement by and between ILLUMAGEAR, Inc., a Delaware corporation ("ILLUMAGEAR," "we," "our," "us"), and you ("you" or "your"), which Terms shall become effective only upon our sending a Shipment Confirmation to the email address you provide us with you order, or in your “My Account” information . ILLUMAGEAR.com is a website associated with ILLUMAGEAR, Inc., a corporation existing under the laws of the State of Delaware, U.S.A. When we use the word "website," we are referring to our web pages that begin with www.ILLUMAGEAR.com. When we use the word “Product” or “Products,” we mean any good or goods (as the case may be) that are manufactured, distributed, or offered for sale by ILLUMAGEAR.

Your use of our website, registration on our website, or purchase of any Product from our website constitutes your agreement to these Terms, as well as our ***Terms of Use*** and ***Privacy Policy***, which are incorporated herein by reference.

If you do not understand these Terms, the Terms of Use or the Privacy Policy, or do not agree to be bound by them, or if your jurisdiction will not honor them, you must immediately leave the website and refrain from using it or purchasing Products on the website.

1. EFFECTIVE DATE. After placing an order, you will receive an email from us acknowledging that we have received your order ("Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email confirming the shipment of your order (the "Shipping Confirmation"). A contract with us will only be formed when we send you the Shipping Confirmation. The contract will relate only to those Products, the shipment of which is confirmed in the Shipping Confirmation. We will not be obliged to supply any other Products that may have been part of your order in a separate Order Confirmation. We reserve the right to cancel your order at any time before we have accepted it and we may rescind our acceptance and cancel your order where there has been an obvious error in price or where the Product is no longer available.
2. PRICE; PAYMENT SCHEDULE.
   1. The purchase price for any Products that you purchase shall be as set forth on the website, and confirmed in the Shipping Confirmation.
   2. We currently charge your payment method immediately upon order submission for most orders. Some orders paid for with a Visa, Discover or American Express credit or debit card may not be charged until your item(s) ship. Upon order submission, we will do an authorization to validate your card and verify funds are available. If you used a debit card, this authorization may show as a pending transaction. Once your order is processed, we will officially bill your card and your pending transaction or authorization will be released by your financial institution. Please note:
      1. Most U.S. banks may hold authorizations for up to 10 business days. For more information about funds held after an authorization, please contact your financial institution.
      2. If you ordered multiple items and see multiple charges on your credit or debit card account even though you placed a single order on our site, it means that you are being charged upon shipment of your items. The total amount charged should add up to the amount shown at the time your order was placed as well as on your order confirmation email. If you only ordered one item and you have multiple charges, you could be seeing the initial authorization and the final charge.
   3. We accept the following methods of payment:
      1. Credit card: Visa, MasterCard, Discover, American Express (Click here to find out how to update your credit card information).
      2. Check card (also called debit cards, ATM cards or banking cards) with a Visa or MasterCard logo.
   4. We do not accept Money Orders, Checks, Cash on delivery (COD), or any other payment method not listed in Section 2(c), above.
   5. For orders being made outside of the United States and Canada, please contact [sales@illumagear.com](mailto:sales@illumagear.com).
3. SHIPPING; RISK OF LOSS. All items purchased from ILLUMAGEAR.com are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon tender of the item to the carrier. All Products shall be prepared for shipment according to good commercial practice, acceptable to common carriers for shipment, and adequate to ensure safe arrival. We will notify you when your Product is shipped. You are responsible for all shipping and handling charges related to the shipment of the Products to you.
4. NO COMMERCIAL RESALE OR DISTRIBUTION. Neither you, nor your affiliates, subsidiaries, parent companies, principals, employers, agents, employees, contractors or assigns (collectively, “Your Parties”), may commercially resell or distribute any of the Products purchased by, from, or through our website. Such commercial resale or distribution of any such Products shall be deemed a material breach of these Terms.
5. YOUR ACCOUNT. If you use the website, you are responsible for maintaining the confidentiality of the information you submit through "My Account" and the corresponding password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under "My Account" or password. We reserve the right to refuse service, terminate accounts and to remove or edit content submitted by you in the "My Account" area of the Site.
6. TERMS OF USE; PRIVACY POLICY. You agree that you will abide by the ILLUMAGEAR Terms of Sale, ***Terms of Use*** and ***Privacy Policy***.
7. EXPORT. The U.S. export control laws regulate the export and re-export of technology and hardware originating in the United States. This includes the electronic transmission of information, hardware, and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and regulations.
8. IP OWNERSHIP; MODIFICATIONS; REVERSE ENGINEERING. You agree that you and Your Parties will not modify, reverse engineer, decompile, create other works from or disassemble the Products. ILLUMAGEAR owns all intellectual property in and to the Products, and all component parts thereof and improvements and modifications thereto. Nothing herein (or within any purchase order) shall be construed to transfer or assign any rights in any intellectual property, modifications, or improvements contained in the Products from ILLUMAGEAR to you.
9. WARRANTY; LIMITED LIABILITY. Each Product shall have only that warranty contained in the specific Product manual or warranty card ("Product Warranty"), for the warranty period ("Product Warranty Period") as described therein. ILLUMAGEAR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL ILLUMAGEAR BE LIABLE TO YOU, YOUR CLIENTS, YOUR EMPLOYER, YOUR EMPLOYEES, CONTRACTORS, OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE, DELAYS OR LOST PROFITS RELATED TO THE PRODUCTS, THE USE OR LOSS OF USE THEREOF, THE PERFORMANCE OR BREACH OF THESE TERMS BY ILLUMAGEAR, INJURY TO ANY PERSON, OR OTHERWISE, EVEN IF ILLUMAGEAR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL IN THEIR ESSENTIAL PURPOSE.
10. PRODUCT RETURNS. If you wish to return a Product to ILLUMAGEAR, you must follow the return instructions as provided by ILLUMAGEAR Support and their policies. If you return any Product to ILLUMAGEAR within the Product Warranty Period, in accordance with the terms of the Product Warranty, and that Product is accepted by ILLUMAGEAR as a proper Product Warranty return, ILLUMAGEAR shall, at its sole discretion, repair, exchange, replace, or return the Product(s). In the event ILLUMAGEAR elects to repair or exchange a Product received during the Warranty Period, ILLUMAGEAR shall notify and ship said repaired or exchanged Product(s) to you promptly. No Product may be returned by you to ILLUMAGEAR outside of the Product Warranty Period, unless specifically approved by ILLUMAGEAR as an exception, at its sole discretion. In the event that ILLUMAGEAR agrees to accept such return, ILLUMAGEAR may charge a twenty-five percent (25%) "restocking fee," or may return the goods for a discounted credit, or both. Any Product returned by you to ILLUMAGEAR for refund must be returned in new condition, unused, with the box unopened and the seal unbroken. ILLUMAGEAR shall refund the Product purchase price to you, less a twenty-five percent (25%) "restocking fee," which shall be retained by and payable to ILLUMAGEAR. ILLUMAGEAR shall have the right to waive any restocking fee, in its sole discretion, on a non-precedential basis. In the event that any Products are returned by you to ILLUMAGEAR, you shall be responsible for the cost of shipping of the Products to ILLUMAGEAR. ILLUMAGEAR shall be responsible for the cost of shipping repaired or exchanged Products back to you. If you need product support, please contact ILLUMAGEAR Support at [support@illumagear.com](mailto:support@illumagear.com).
11. MARKETING.  You hereby authorize ILLUMAGEAR to use your name and logo, and the name and logo of the company you listed in the account registration process, if any, in ILLUMAGEAR's marketing and sales materials, to identify Buyer as a purchaser of ILLUMAGEAR Products (without any detail as to quantity, price, or other order specifics). If you wish to not grant this right to ILLUMAGEAR, you must send an email to ILLUMAGEAR at [marketing@illumagear.com](mailto:marketing@illumagear.com) opting out within thirty (30) days of the Effective Date.
12. MISCELLANEOUS. If any part of these Terms are found by any judicial authority of competent jurisdiction to be invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of these Terms will remain in full force and effect. No part of these Terms shall be deemed waived or modified except in writing and signed by both parties. Any notice required or permitted be given pursuant to these Terms shall be sent by certified mail, return receipt requested, to each party at such party's principal place of business, unless otherwise specifically set forth herein. ILLUMAGEAR may freely assign and delegate its rights and obligations under these Terms to any third party in its sole discretion; you may not assign or delegate your rights or obligations under these Terms to any individual, business, or entity without ILLUMAGEAR’s prior express written consent in each instance.
13. APPLICABLE LAW; ATTORNEYS' FEES. These Terms are to be construed and interpreted according to the laws of the State of Washington. The state and federal courts located in Seattle, Washington shall have sole jurisdiction over any disputes arising hereunder, and ILLUMAGEAR, you, and Your Parties hereby submit to the personal jurisdiction of such courts. The prevailing party in any dispute hereunder shall be entitled to recover from the other party, in addition to all other damages and other relief as may be awarded, all reasonable court costs and attorneys' fees incurred by the prevailing party in such dispute.
14. RELATIONSHIP OF PARTIES. ILLUMAGEAR and you are independent contractors, and nothing herein shall be construed so as to create a partnership, joint venture, employee/employer, or agency relationship.
15. COMPLETE TERMS. These Terms contain the complete agreement between ILLUMAGEAR and you with respect to the Products, and supersedes all prior and contemporaneous negotiations, communications and agreements with respect thereto. No modification, alteration or amendment to this Agreement shall be effective unless in writing and duly signed by both parties. In the event either party sends the other a purchase order or subsequent document, agreement, or communication that contains different or additional terms from those stated in these Terms, such additional or different terms shall be null and void, and of no force and effect. These Terms may only be amended by a subsequent amendment signed by the Parties.