



# TERMS & CONDITIONS

Please read these terms of use carefully. By accessing or using our Site, bearsaver.com, you agree to be bound by these terms of use and all terms incorporated by reference. Do not use the site if you do not agree to all of these terms.

- [Users/Participants](#)
- [Conduct of Users](#)
- [User Content and Interactive Features or Areas](#)
- [Product Reviews](#)
- [Submissions](#)
- [Rights in User Content and Submissions](#)
- [Indemnification](#)
- [Termination](#)
- [Infringer Policy & Copyright Complaints](#)
- [Site Modifications](#)
- [Errors](#)

- Jurisdiction
- Questions & Contact Information

### **Users / Participants**

We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion. No person under the age of 13 should use the Site without the consent of their parent or legal guardian. We strongly encourage all parents and guardians to monitor the Internet use by their children. Use of the Site by any user shall be deemed to be a representation that the user is 13 years of age or older.

### **Conduct of Users**

You agree that you will not: (i) transmit via or through the Site any information, data, text, files, links, software, chat, communication or other materials that is or which BearSaver considers to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially or ethnically hateful or otherwise objectionable; (ii) attempt to transmit any "virus", "Trojan horse" or other software destruction or disruption device; (iii) intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to, any regulations having the force of law while using or accessing the Site or in connection with your use of the Site, in any manner; and (iv) invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity.

### **User Content & Interactive Features or Area**

The Site may include discussion forums, blogs, profiles, product reviews, customer ratings or other interactive features or areas (collectively, "Interactive Areas") in which you or other users create, post, transmit or store any content, such as text, music, sound, photos, video, graphics or code on the Site ("User Content"). User Content is publicly-viewable and includes your profile information and any content you post pursuant to your profile, but it does not include your rwsmithco.com account information (also known as "My Account") or information you submit in order to make a

purchase. You agree that you are solely responsible for your User Content and for your use of such Interactive Areas, and that you use the Interactive Areas at your own will and risk.

### **Product Review**

We may provide specific opportunities for you to tell BearSaver and other BearSaver members or users what you think about our products or services ("Product Reviews"). If you take advantage of such a Product Review opportunity, you agree to state your opinions lawfully, honestly and in good faith and to reveal to others any conflict of interest or relationship that might influence your views (e.g., if you are associated with a competitor of BearSaver, - or - someone is paying or giving you something for free to encourage you to comment, you agree to make appropriate disclosures). All Product Reviews are strictly the opinion of the user posting such reviews, and BearSaver does not endorse any such reviews or have any responsibility or liability for the accuracy, appropriateness or content of such reviews. Finally, we may use a third party to "power" or provide the opportunity to review products or services. In that case, you will also need to review the terms of service for that third party's website, including its privacy policy, to determine whether they are acceptable to you. If they are not, do not use its site or provide Product Reviews.

### **Submissions**

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, regarding this Site, BearSaver, or our products and services that are provided by you to BearSaver are non-confidential and shall become the sole property of BearSaver We will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant BearSaver and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the content that you submit, or that you otherwise have the right to submit such content to this Site; (b) the content is accurate and not misleading; and (c) use and posting of the content you supply will not violate any

rights of or cause injury to any person or entity.

### **Rights in User Content & Submissions**

Except as otherwise provided herein, on the Site or in a separate agreement, BearSaver makes claims no ownership or control over any User Content. However, by submitting or posting User Content on the Site, you grant BearSaver and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on the Site and on third-party sites. We will contact you directly to obtain permission before we use your User Content for our own commercial purposes, unless you expressly grant these rights to BearSaver at the time you upload your content. If you choose to remove your User Content, the license granted above will automatically expire; however, you acknowledge that there may be exceptions. In addition, we may retain archived copies of your User Content and cached copies of your User Content may still be available for some period of time.

### **Indemnification**

You agree to defend, indemnify and hold harmless BearSaver, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any Content you post, store or otherwise transmit on or through our Site or your use of or inability to use our Site, including without limitation any actual or threatened suit, demand or claim made against BearSaver, and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the Content, your conduct, your violation of these Terms and Conditions or your violation of the rights of any third party.

### **Termination**

Either we or you may end this agreement with or without cause or prior notice. Notwithstanding any of these Terms, BearSaver, reserves the right, without notice and in its sole discretion, to

terminate your right to use the Site or any portion of the Site and to block or prevent your future access to and use of the Site or any portion of the Site.

### **Infringer Policy & Copyright Complaints**

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, BearSaver, has adopted a policy of terminating and barring, in appropriate circumstances and at BearSaver's sole discretion, site users or account holders who are deemed to be repeat infringers. BearSaver may also, at its sole discretion, limit access to this Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **Site Modifications**

BearSaver reserves the right to modify or discontinue, temporarily or permanently, the Site or any features or portions thereof without prior notice. You agree that BearSaver will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

### **Errors**

We attempt to be as accurate as possible and eliminate errors on the Site; however, we do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on the Site, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.

### **Jurisdiction**

BearSaver operates the Site from its offices within the United States. BearSaver makes no representations that content and materials on the Site are legal or appropriate for use from

outside the United States. If you choose to access the Site from other locations, you do so at your own risk and are responsible for compliance with any and all local laws.

### Questions & Contact Information

If you have any questions, please do not hesitate to contact one of our Customer Service Representatives at [info@Bearsaver.com](mailto:info@Bearsaver.com) or 1-800-851-3887

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