



Terms of Service:

Welcome to the Universal Nexus web site. The following Terms of Service ("TOS") contain the terms and conditions that govern your use of the Web Site and Universal Nexus Service (as defined below). These TOS describe your rights and responsibilities and what you can expect from the Universal Nexus Service. If you do not read, understand, and agree to all of the TOS, you may not use the Web Site. Universal Nexus reserves the right to add to, delete or change these TOS because of frequent changes in Internet technology and applicable law. As such, you should check these TOS from time to time for such changes.

(A) The Universal Nexus Service - Universal Nexus provides a number of Internet-based services through the Web Site (all such services, collectively, the "Universal Nexus Service"). Universal Nexus users may purchase individual Products for their own use. Universal Nexus allows all users to browse the Web Site and purchase Products. Universal Nexus may offer a number of other services on its Web Site, such as message boards, contests, and newsletters, which may change from time to time.

(B) Use of the Web Site and Universal Nexus Service.

Eligibility - Universal Nexus will only knowingly provide the Universal Nexus Service to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, but at least 13 years of age, you may use the Universal Nexus Service only under the supervision of a parent or legal guardian who agrees to be bound by these TOS. The Universal Nexus Service is not intended for children under the age of 13.

Compliance With TOS and Applicable Law - You must comply with all of the terms and conditions of these TOS, the applicable agreements and policies referred to below, and all applicable laws, regulations and rules when you use the Universal Nexus Service and the Web Site.

Your License to Use the Web Site and the Universal Nexus Service –

(a) Universal Nexus solely and exclusively owns all intellectual property and other right, title and interest in and to the Universal Nexus Service and Web Site. For example and without limitation, Universal Nexus owns the trademarks Universal Nexus(SM); the copyrights in and to the Web Site. You will not acquire any right, title or interest therein under these TOS or otherwise.

(b) Universal Nexus grants you a limited revocable license to access and use the Web Site and the Freedom Express Service for its intended purposes, subject to your compliance with these TOS. This license does not include the right to collect or use information contained on the Web Site for purposes prohibited by Universal Nexus; create derivative works based on the content of the Web Site; or download or copy the Web Site (other than page caching). If you use the Web Site in a manner that exceeds the scope of this license or breach this TOS, Universal Nexus may revoke the license granted to you.

Third-Party Services - Universal Nexus may use third parties to provide certain services accessible through the Web Site. Universal Nexus does not control those third parties or their services, and you agree that Freedom Express will not be liable to you in any way for your use of such services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as these TOS when you use these services. If any such terms or policies conflict with Universal Nexus' TOS, agreements or policies, you must comply with Universal Nexus' TOS, agreements or policies, as applicable.

(C) General Rules.

Prohibited Use - Except as may be expressly permitted by Universal Nexus, you may not: (i) interfere with the Universal Nexus Service by using viruses or any other programs or technology designed to disrupt or damage any software or hardware; (ii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Universal Nexus Service; (iii) use a robot, spider or other device or process to monitor the activity on or copy pages from the Web Site, except in the operation or use of an internet "search engine", hit counters or similar technology; (iv) collect electronic mail addresses or other information from third parties by using the Universal Nexus Service; (v) impersonate another person or entity; (vi) use any meta tags, search terms, key terms, or the like that contain Universal Nexus' name or trademarks; (vii) engage in any activity that interferes with another user's ability to use or enjoy the Universal Nexus Service; or (ix) assist or encourage any third party in engaging in any activity prohibited by these TOS. Privacy Policy - By entering into these TOS, you agree to Universal Nexus' collection, use and disclosure of your personal information in accordance with the Privacy Policy. Ordering Policies - If you purchase Products, you agree to do so in accordance with Universal Nexus' Ordering Policy and Bulk Order Policy.

(D) Reservation of Rights.

Monitoring - Universal Nexus reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Web Site. If Universal Nexus determines, in its sole and absolute discretion, that you or another Universal Nexus user will breach a term or condition of these TOS or that such transaction or communication is inappropriate, Universal Nexus may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

Modification of the Service - Universal Nexus may modify the Universal Nexus Service at any time with or without notice to you, and will incur no liability for doing so.

(E) Submissions - When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, contest entries, communications or any other information ("Submissions"), you grant Universal Nexus permission to use such submissions for marketing and other promotional purposes. You agree that Universal Nexus will have no obligation to keep any Submissions confidential and you will not bring a claim against Universal Nexus based on "moral rights" or the likes arising from Universal Nexus' use of a Submission.

(F) Representations and Warranties.

Mutual Representations and Warranties - You represent and warrant to Universal Nexus and Universal Nexus represents and warrants to you: (i) that you or it has the full power and authority to enter into and perform under these TOS, (ii) the execution and performance of your or its obligations under these TOS do not constitute a breach of or conflict with any other agreement or arrangement by which you or it is bound, and (iii) these TOS are a legal, valid and binding obligation of the party entering into these TOS, enforceable in accordance with their terms and conditions.

By You - You represent and warrant to Universal Nexus that, in your use of the Universal Nexus Service, you:

(i) will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other legal right of any third party and (ii) will comply with all applicable laws, rules, and regulations. You further represent and warrant to Universal Nexus that: (i) there are no claims, demands or any form of litigation pending or, to the best of your knowledge, threatened with respect to any of your Content; (ii) Universal Nexus will not be required to make any payments to any third party in connection with its use of your Content, except for the expenses that Universal Nexus incurs in providing the Universal Nexus Service; (iii) the use of any instructions, formulae, recommendations, or the like contained in your Content will not cause injury to any third party; and (iv) your Content does not contain viruses or any other programs or technology designed to disrupt or damage any software or hardware.

(G) Disclaimers, Exclusions, and Limitations.

DISCLAIMER OF WARRANTIES - Universal Nexus PROVIDES THE WEB SITE AND FREEDOM EXPRESS SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. Universal Nexus DOES NOT REPRESENT OR WARRANT THAT THE WEB SITE, Universal Nexus SERVICE OR ITS USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. Universal Nexus MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

EXCLUSION OF DAMAGES - Universal Nexus WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE Universal Nexus SERVICE, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY - EXCEPT FOR A BREACH OF A PARTY'S REPRESENTATIONS AND WARRANTIES UNDER THESE TOS OR IN CONNECTION WITH YOUR INDEMNITY OBLIGATIONS UNDER THESE TOS, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY IN CONNECTION WITH THESE TOS EXCEED THE GREATER OF (i) THE AMOUNT PAID BY Universal Nexus TO YOU DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

(H) Indemnification - You must indemnify and hold Universal Nexus and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the "Parties") harmless from any damage, loss, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought against any of the Parties alleging that you have breached any of these TOS. If you have to indemnify Universal Nexus under this Section, Universal Nexus will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without Universal Nexus' express written permission.

(I) Termination.

Termination - Universal Nexus may suspend or terminate your use of the Web Site or Universal Nexus Service if it believes, in its sole and absolute discretion, that you have breached a term of these TOS.

Survival - These TOS will survive indefinitely unless and until Universal Nexus chooses to terminate them.

Effect of Termination - If you or Universal Nexus terminates your use of the Web Site or the Universal Nexus Service, Universal Nexus may delete any Content or other materials relating to your use of the Freedom Express Service or otherwise in its possession and Universal Nexus will have no liability to you or any third party for doing so.

(J) Dispute Resolution - All disputes arising out of, relating to or connected with these TOS or your use of any part of the Universal Nexus Service will be exclusively resolved under confidential binding arbitration before and in accordance with the Rules of the American Arbitration Association, by a sole arbitrator applying California law (without regard for conflicts of law principles). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these TOS will be joined to an arbitration involving any other party subject to these TOS, whether through class arbitration proceedings or otherwise. Any action to enforce an arbitrator's award will be brought in a federal or state court and each party hereby irrevocably submits to the personal jurisdiction of such court. By entering into these TOS, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claim arising out of, relating to or connected with these TOS or your use of any part of the Universal Nexus Service must be asserted individually.

(K) Miscellaneous - These TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. These TOS will not be assignable or transferable by you without the prior written consent of Universal Nexus. These TOS (including all of the policies and other Agreements described in this TOS, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and Universal Nexus are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these TOS. The invalidity or unenforceability of any provision of these TOS will not affect the validity or enforceability of any other provision of these TOS, all of which will remain in full force and effect.