

# TERMS & CONDITIONS

*Last Revised February 26, 2019*

These Terms and Conditions (“Terms and Conditions”) are a binding agreement between you and EasyPak, LLC and its affiliates (collectively “EasyPak” “us,” “we” or “our”), and govern your access to and use of easypak.net and our other internet sites (collectively, the “Site”), including without limitation your use of the Sites to purchase products. By accessing and using the Site, you agree to be bound to these Terms and Conditions, including without limitation our [Privacy Policy](#) which is incorporated in and made part of these Terms and Conditions. PLEASE REVIEW THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST REFRAIN FROM ACCESSING AND USING THE SITE IMMEDIATELY.

**PLEASE NOTE THAT THE “ARBITRATION AND JURISDICTION” SECTION BELOW REQUIRES ALL CONTROVERSIES OR CLAIMS ARISING BETWEEN YOU AND EASYPAK AND ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES (WITH LIMITED EXCEPTIONS) TO BE RESOLVED IN BINDING ARBITRATION. BY ACCESSING AND USING THE SITE, EXCEPT AS OTHERWISE NOTED BELOW, YOU WAIVE, KNOWINGLY AND VOLUNTARILY, ALL RIGHTS TO PROCEED IN A COURT OF LAW IN CONNECTION WITH ANY SUCH CONTROVERSY OR CLAIM, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO A JURY TRIAL OR TO BRING OR PARTICIPATE IN A CLASS ACTION. PLEASE VIEW THE “ARBITRATION AND JURISDICTION” SECTION BELOW.**

We may change or update these Terms and Conditions, so please check this page regularly. Any modifications to these Terms and Conditions will become effective when published on the Site. YOUR CONTINUED ACCESS AND USE OF THE SITE AFTER ANY MODIFICATIONS TO THESE TERMS AND CONDITIONS CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS AS MODIFIED.

## 1. AUTHORIZED USE AND ACCESS OF SITE

The Site may be used to view information about EasyPak and its products, communicate with EasyPak, and make purchases of products. You may not download (other than page caching) or modify the Site or any portion of it, without our express, written consent. You may not modify or delete any copyright, trademark or other proprietary notice that appears on the material you access, copy, download or print. Any other use of content on the site, including, without limitation, the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the Site, or use of the Site for purposes competitive to EasyPak, is expressly prohibited. We may change the contents of, suspend or limit access to, or discontinue the Site, or any portion thereof, at any time without notice. You acknowledge that, from time to time, you may not be able to access the Site, including, without limitation, due to (i) technical difficulties; (ii) repairs or maintenance which we may undertake as needed; or (iii) causes beyond our control or which we cannot

reasonably foresee. You further acknowledge that EasyPak does not represent or warrant that the information on the Site is accurate, reliable, complete, comparative to the market or current, including, without limitation, with respect to pricing, discount, sales and availability information. Without limiting the generality of the forgoing, EasyPak does not represent or warrant that the quality of any products, services, information or other material obtained by you through the Site will meet your expectations or needs. EasyPak reserves the right to correct any errors or omissions, and to change or update information, at any time without prior notice, but is under no obligation to do so and does not represent that it shall correct any errors or omissions. These Terms and Conditions apply whether you are accessing the Site through a web browser, mobile device, or any other or future medium.

## **2. PROPRIETARY RIGHTS; UNAUTHORIZED USE**

All content of the Site (including, without limitation, designs, sounds, pictures, page headers, text, graphics, logos, button icons, images, software, and other files and the selection and arrangement thereof, as well as any intellectual property rights therein) is the property of EasyPak or our licensors or suppliers and is protected by United States and international patent, trademark, trade secret, copyright and other intellectual property laws. EasyPak and our licensors and suppliers reserve the right to enforce our intellectual property rights to the fullest extent of the law. EasyPak, and its licensors and suppliers, retain full and complete title to the material provided on the Site, including, without limitation, all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in EasyPak's sole discretion. EasyPak neither warrants nor represents that your use of materials on the Site will not infringe, misappropriate or otherwise violate rights of third parties.

The trademarks, trade dress, logos, service marks and trade names of EasyPak and our affiliates (collectively, the "EasyPak Marks"), including, without limitation, the name EasyPak and the EasyPak logo, may not be used, altered, modified or copied in any manner without our prior written permission and are protected under intellectual property laws. All other trademarks that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us or our affiliates. The Site, its features and all of its content, including, without limitation, text, design, graphics, interfaces and code, and the selection and arrangement thereof, are protected under intellectual property laws.

You agree not to use the Site in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Site. You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download, scrape, mine, or otherwise reproduce, store or distribute content available on the Site without prior written consent from EasyPak. Further, you may not use any such automated means to manipulate the Site, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Site or any other user's use of the Site, including, without limitation, via means of overloading, "flooding," "mailbombing" or "crashing" the Site, circumventing security or user authentication

measures or attempting to exceed the limited authorization and access granted to you under these Terms and Conditions. Running or displaying the Site, or any information included on the Site, in frames or through similar means on another website without prior consent from EasyPak is prohibited. You may not resell use of, or access to, the Site to any third party without our prior written permission. Any permitted links to the Site must comply with all applicable laws, rules and regulations.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, NO LICENSE IS GRANTED TO YOU AND NO RIGHTS ARE CONVEYED BY VIRTUE OF ACCESSING OR USING THE SITE. ALL RIGHTS NOT GRANTED UNDER THESE TERMS AND CONDITIONS ARE RESERVED BY EASYPAK.

### **3. REGISTRATION AND PASSWORDS**

When accessing certain services on the Site (including, without limitation, placing orders), you may be required or invited to provide specific information. Any personally identifiable information that you provide to us will be processed and used in accordance with our Privacy Policy. All information you provide must be truthful, and you may not use any aliases or other means to mask your true identity. Any access codes or passwords provided should be safeguarded at all times. You are responsible for the security of your access codes and passwords and will be solely liable for any use or activity on the Site or communications with EasyPak, whether or not authorized, under such access codes or passwords. We may suspend or terminate your access to the Site at any time with or without notice and for any reason.

### **4. PURCHASES; REFUNDS**

In placing an order for product through the Site you are communicating with us electronically and consent to receive communications from us electronically. Communications may also be conducted by means of phone or fax as well. By agreeing to these terms you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

All items purchased from EasyPak are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to the buyer upon our delivery to the carrier.

### **5. WARRANTY AND RETURNS**

All products provided by EasyPak on the Site are warranted to be free of defects in design, workmanship, or material and suitable for their intended purposes at the time of the purchaser's receipt. In the event of any failure of the foregoing, EasyPak will replace the defective product, or at its election, refund the purchase price, provided that you invoke such warranty within such warranty period. This is your sole remedy, and EasyPak's sole obligation, in the event of a breach of this warranty.

The title to returned items does not pass back to EasyPak until the item(s) are received at our warehouse location. In some cases at our discretion, a refund may be issued without requiring a return.

## **6. DISCLAIMER; LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) EASYPAK AND ITS AND THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES HEREBY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, AS TO NON-INFRINGEMENT, TITLE, MERCHANTABILITY, SECURITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INTERRUPTIONS, DEFECTS, VIRUSES OR OTHER HARMFUL COMPONENTS, OR FREEDOM FROM ERRORS), WITH RESPECT TO THE SITE, ITS CONTENT, AND THE INFORMATION, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH IT, ALL OF WHICH ARE PROVIDED "AS IS," AND (II) EASYPAK AND ITS AND THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST OPPORTUNITIES, LOST INFORMATION, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, OR FOR ANY DIRECT DAMAGES, AND/OR ANY OTHER DAMAGES RESULTING YOUR USE OF THE SITE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE THE BASIS OF THE BARGAIN BETWEEN YOU AND EASYPAK, AND THE PRODUCTS, INFORMATION AND SERVICES AVAILABLE AND OFFERED ON THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

## **7. GOVERNING LAW**

The laws of the Commonwealth of Massachusetts will govern these Terms and Conditions and any dispute of any sort that might arise, without regard to principles of conflict of law.

## **8. ARBITRATION AND JURISDICTION**

EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR PURCHASES FROM OR USE OF THE SITE SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN NEW YORK.

YOU ACKNOWLEDGE THAT THERE IS NO JUDGE OR JURY IN AN ARBITRATION AND THAT COURT REVIEW OF AN ARBITRATION IS LIMITED. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF YOU AND EASYPAK AND ITS PARENT, SUBSIDIARIES, AFFILIATES AND ITS AND THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES HEREBY WAIVE, KNOWINGLY AND VOLUNTARILY, ANY RIGHT YOU MAY HAVE TO SUE IN COURT, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO A JURY TRIAL OR TO BRING OR PARTICIPATE IN CLAIMS AS A PLAINTIFF OR MEMBER OF A CLASS IN ANY PURPORTED MULTI-CLAIMANT, REPRESENTATIVE OR CLASS PROCEEDING.

NOTWITHSTANDING THE ABOVE ARBITRATION REQUIREMENT, EASYPAK AND ITS PARENT, SUBSIDIARIES, AFFILIATES AND ITS AND THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES MAY BRING SUIT IN COURT FOR ANY CLAIM BROUGHT PURSUANT TO SECTION 7 BELOW OR TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

FOR ANY MATTERS WHICH ARE NOT SUBJECT TO ARBITRATION AS SET FORTH IN THESE TERMS AND CONDITIONS AND/OR IN CONNECTION WITH THE ENTERING OF ANY JUDGMENT ON AN ARBITRATION AWARD IN CONNECTION WITH THESE TERMS AND CONDITIONS, YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN BOSTON, MASSACHUSETTS.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIMS ASSERTED BY YOU IN CONNECTION WITH THE SITE OR THESE TERMS AND CONDITIONS MUST BE ASSERTED IN WRITING TO US WITHIN ONE (1) YEAR OF THE DATE SUCH CLAIM FIRST AROSE, OR SUCH CLAIM IS FOREVER WAIVED BY YOU.

## **9. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless EasyPak and its shareholders, officers, directors, employees and representatives against all claims, demands, causes of action, losses, expenses, damages and costs (including, without limitation, reasonable attorneys' fees) resulting or arising from or relating to your use of or conduct at the Site, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Site, your breach of these Terms and Conditions, your infringement, misappropriation or violation of any intellectual property rights.

## **10. LINKS TO OTHER SITES**

The Site may contain links to web sites operated by third parties. EasyPak does not endorse or assume any responsibility for these web sites or any content they contain or collect from you. We have no control over, or responsibility for, their content, information or activities. Please be aware when you leave the Site and read the terms and conditions and privacy statements of each and every web site you visit, and you use any other web site at your own risk.

## **11. UNSOLICITED CONTENT**

EasyPak does not knowingly accept unsolicited submissions of content from users of the Site. Except for information you provide to us to place an order, which shall be treated in accordance with our Privacy Policy, any comments or other submissions of content of any kind sent by you to us (“Unsolicited Content”) will be deemed non-confidential and do not give rise to any contractual relationship or other obligation of EasyPak to you with respect to the Unsolicited Content. Further, any Unsolicited Content, including, without limitation, all feedback concerning the Site or the products or services offered therein, shall become the sole property of EasyPak, including, without limitation, worldwide intellectual property rights therein, and you hereby assign to EasyPak all rights to use such Unsolicited Content in any manner whatsoever without any compensation, credit, or notice of any kind.

## **12. INTERNATIONAL ACCESS**

The Site is provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the Site. We make no representations regarding the legality of the Site in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.

## **13. FORCE MAJEURE**

EasyPak shall not be liable for any failure or delay in performance for causes beyond that EasyPak’s reasonable control and occurring without that party’s fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

## **14. MISCELLANEOUS**

Our failure to exercise or enforce any of our rights pursuant to these Terms and Conditions shall not operate as a waiver of such right (or any other right) or prevent a subsequent exercise of such right. These Terms and Conditions shall be enforced to the fullest extent permissible by law. If any provision of these Terms and Conditions shall be held or declared to be invalid or unenforceable for any reason by any arbitrator or court of competent jurisdiction in a proceeding brought in accordance with these Terms and Conditions, such provision shall be deemed ineffective and shall be changed and interpreted so as to best accomplish its objectives within the limits of applicable law, but the validity and enforceability of any remaining provisions shall remain unaffected.

Any notices we may be required by applicable law to provide to you will be effective upon our (a) sending an e-mail message to you at your e-mail address on file with us or (b) publishing such notices on the Site.



These Terms and Conditions or your use of the Site shall not be construed to create any joint venture, partnership, or agency or employment relationship between you and us, or between you and our parent, subsidiaries and affiliates, and its and their shareholders, officers, directors, employees and representatives.

Nothing contained in these Terms and Conditions limits our right to comply with requests or requirements pursuant to applicable law regarding use of the Site or information provided to or collected by us connection with such use.

These Terms and Conditions constitute the entire and only Terms and Conditions between EasyPak and each user of the Site with respect to the subject matter of these Terms and Conditions.

Should you have any questions regarding these Terms and Conditions you may contact us at 1-978-516-9155.

Thank you for visiting our Site.