



Terms of Service

This Terms of Service ("TOS") is a legally binding agreement made by and between Rosland Capital LLC ("we" or "us") and you, personally and, if applicable, on behalf of the entity for whom you are using this web site (collectively, "you"). This TOS governs your use of the roslandcapital.com web site ("Web Site") and the services we offer on the Web Site ("Services"), so please read it carefully.

BY ACCESSING OR USING ANY PART OF THE WEB SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS TOS. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE WEB SITE.

INTERNET TECHNOLOGY AND THE APPLICABLE LAWS, RULES, AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, WE RESERVE THE RIGHT TO MAKE CHANGES TO THIS TOS AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITE CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS TOS THAT MAY BE POSTED ON THE WEB SITE.

1. Using The Web Site.

(a)Eligibility. Except as expressly provided below, the Web Site may only be used by individuals and entities who can form legally binding contracts under applicable law. No person under the age of 18 may use the Web Site without the supervision of a parent or legal guardian. Your use of the Web Site will be deemed to be a representation that you are 18 years of age or older or using the Web Site with the permission of your parent or guardian. We require that all purchases be made either (i) by individuals 18 years of age or older or (ii) by minors given verifiable permission by their parent or legal guardian to purchase items on the Web Site.

(b)License and Restrictions. Subject to the terms and conditions of this TOS, you are hereby granted a limited, non-exclusive right to use the content and materials on our Web Site in the normal course of your use of the Web Site. We will retain ownership of our intellectual property rights and you will not obtain any rights therein by virtue of this TOS or otherwise, except as expressly set forth in this TOS. You will have no right to use, copy, display, perform, create derivative works from, distribute, transmit or sublicense materials or content available on the Web Site, except as expressly set forth in this TOS.

(c)Prohibited Conduct. In your use of the Web Site, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) disrupt or interfere with the security or use of the Web Site or any web sites linked to the Web Site; (iii) interfere with or damage the Web Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; (iv) impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) us, or use a false identity; (v) attempt to obtain unauthorized access to the Web Site; (vi) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users or the Web Site without their or our express written consent; (viii) submit false or misleading information to us; (ix) violate any law, rule, or regulation; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Web Site; or (xii) assist or encourage any third party in engaging in any activity prohibited by this TOS.

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2. Password and Account Security.

(a) Registration. You may create your own account on the Web Site by completing the online registration process on the Web Site, and must do so if you would like to make a purchase. In doing so, you must provide us with accurate and complete registration information, and update it if this information changes. It is particularly important to keep the e-mail address associated with your account current because although you may be able to log into your Web Site account using an old e-mail address, you will not be able to receive messages from us about your orders or other matters.

(b) Accounts and Passwords. Following registration, we will create an account for you and assign you, or allow you to select, a password. You must keep your password confidential. You will be responsible for all use of your password, including, without limitation, any use by any unauthorized third party. You must notify us immediately if you believe your password may be used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. Our employees will never ask for your password. You must notify us immediately if you receive such a request. We reserve the right to suspend or terminate your use of the Web Site if we believe that your password is being used without permission or otherwise in a manner that may disrupt the Web Site.

3. **Privacy Policy.** You agree to the terms of our **Privacy Policy**, which is incorporated by reference into this TOS.
4. **Accuracy of Information.** We attempt to ensure that the information on the Web Site is complete and accurate; however, this information may contain typographical errors, pricing errors, and other errors or inaccuracies. We assume no responsibility for such errors and omissions, and reserve the right to: (i) revoke any offer stated on the Web Site; (ii) correct any errors, inaccuracies or omissions; and (iii) make changes to prices, content, promotions, product descriptions or specifications, or other information on the Web Site.
5. **Sales Tax.** If you purchase any products available on the Web Site ("Products"), you will be responsible for paying any sales tax indicated on the Web Site.
6. **Customer Agreement.** If you purchase any Products available on the Web Site, you will be required to enter into a **Customer Agreement**, which is incorporated by reference into this TOS.
7. **Security.** We employ measures designed to ensure the security of the Web Site, but, as provided below, make no guarantees in this regard.
8. **Intellectual Property Rights.**

(a) Copyright. All materials on the Web Site, including without limitation, the logos, design, text, graphics, other files, and the selection and arrangement thereof are either owned by us or are the property of our suppliers or licensors. You may not use such materials without permission. © 2008 Rosland Capital LLC ALL RIGHTS RESERVED.

(b) Trademarks. Rosland Capital is a trade name we own. Rosland Capital, the related design marks, and other trademarks on the Web Site are owned by us. Page headers, custom graphics, button icons and scripts are trademarks or trade dress we own. You may not use any of these trademarks, trade dress, or trade names without our express written permission.

9. **Third-Party Services.** We may use third parties to provide certain services accessible through the Web

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Site and may provide links to third party web sites. We do not control those third parties, their services, or their web sites. We will not be liable to you in any way for your use of such services or web sites. 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 and web sites.

10. **Linking and Framing.** You may not deep link to portions of the Web Site, or frame, inline link, or similarly display any of our property, including, without limitation, the Web Site. You may not use any of our logos or other trademarks as part of a link without express written permission.
11. **Comments.** All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Web Site (collectively, "Comments") will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You will, at our cost, execute any documents to effect, record, or perfect such assignment. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make.
12. **Indemnification.** You agree to indemnify, defend and hold us and our employees, representatives, agents, attorneys, affiliates, directors, officers, managers and members (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including, without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties arising from, related to, or connected with your use of the Web Site. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without our consent.

13. **DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.**

(a) **DISCLAIMER OF WARRANTIES.** WE PROVIDE THE WEB SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT REPRESENT OR WARRANT THAT THE WEB SITE, ITS USE OR ANY INFORMATION ON IT: (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; (III) WILL MEET YOUR REQUIREMENTS; OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. WE MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TOS, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

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(b) **DISCLAIMER OF FORWARD-LOOKING STATEMENTS.** THIS WEB SITE MAY CONTAIN FORWARD-LOOKING STATEMENTS THAT REFLECT OUR CURRENT EXPECTATION REGARDING FUTURE EVENTS AND BUSINESS DEVELOPMENTS. THE FORWARD-LOOKING STATEMENTS INVOLVE RISKS AND UNCERTAINTIES. ACTUAL DEVELOPMENTS OR RESULTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED AND DEPEND ON A NUMBER OF FACTORS, SOME OF WHICH ARE OUTSIDE OUR CONTROL.

(c) **EXCLUSION OF DAMAGES.** WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE WEB SITE OR PRODUCTS, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

(d) **LIMITATION OF LIABILITY.** IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TOS (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO THE WEB SITE OR THE PRODUCTS) EXCEED ONE HUNDRED DOLLARS (\$100.00).

14. **Domestic Use.** We control the Web Site from our offices within the United States of America. We make no representation that the Web Site or its content are appropriate or available for use in other locations. Users who access the Web Site from outside the United States of America do so on their own initiative and must bear all responsibility for compliance with local laws, if applicable. No content from the Web Site may be downloaded in violation of United States law.
15. **Force Majeure.** We will not be liable for failing to perform under this TOS because of any event beyond our reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to perform, fire, terrorism, natural disaster or war.
16. **Arbitration.** All disputes arising out of or relating to this TOS (including its formation, performance or alleged breach) or your use of the Web Site will be exclusively resolved under confidential binding arbitration held in Santa Monica, California. 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 this TOS will be joined to an arbitration involving any other party subject to this TOS, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, we will have the right to seek injunctive or other equitable relief in state or federal court located in Los Angeles, California to enforce this TOS or prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.
17. **WAIVER OF CLASS ACTION RIGHTS.** BY ENTERING INTO THIS 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 CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS TOS MUST BE ASSERTED INDIVIDUALLY.

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18. **Limitation of Actions.** You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Web Site, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.
19. **Changes to the Web Site.** We may, in our sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Web Site, temporarily or permanently, at any time without notice to you, and we will not be liable for doing so.
20. **Termination.** We will have the right to terminate your access to the Web Site if we reasonably believe you have breached any of the terms and conditions of this TOS. Following termination, you will not be permitted to use the Web Site and we may, in our discretion, cancel any outstanding product orders. If your access to the Web Site is terminated, we reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to the Web Site, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. This TOS will survive indefinitely unless and until we choose to terminate it, regardless of whether any account you open is terminated by you or us or if you have the right to access or use the Web Site.
21. **Integration.** This TOS contains the entire understanding between you and us regarding the use of the Web Site, and supersedes all prior and contemporaneous agreements and understandings between you and us relating thereto.
22. **Additional Terms.** This 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 regard for conflict of law principles. This TOS and all of your rights and obligations under them may not be assignable or transferable by you without our prior written consent. No failure or delay by a party in exercising any right, power or privilege under this 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 right, power, or privilege under this TOS. You are an independent contractor, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TOS. The invalidity or unenforceability of any provision of this TOS will not affect the validity or enforceability of any other provision of this TOS, all of which will remain in full force and effect.

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