



TERMS & CONDITIONS

By ordering any of Our products, You agree to be bound by these Terms & Conditions ("Agreement").

By placing an order at shop.Boundary.com ("Boundary"), You represent that you are at least 18 years old or older.

Boundary will collect personal information from Customers/You only if You voluntarily submit such information to Us. Customers can always refuse to supply personal identification information which may prevent You from engaging in certain Site related activities.

Events outside Boundary's control are considered to be force majeure.

The price applicable is set on the date You place Your order.

Shipping costs and payment fees are disclosed before You confirm the purchase.

Credit card information is transmitted over secure SSL encryption and is not stored by Us.

Please note that local charges may apply.

Boundary reserves the right to amend any information without prior notice to You.

TERMS OF USE

Welcome to the Boundary Web Site, www.shop.Boundary.com (the "Site"). The Site is provided as a service to our Customers. Please review the following terms and conditions of use of Boundary, which governs Your use of the Site. Your use of the Site constitutes your agreement to follow and be bound by this Agreement. We reserve the right to update or modify this Agreement at any time without prior notice. For this reason, We encourage you to review the Agreement whenever you use the Site. If You do not agree to these terms, **do not** use the Site.

1.0 Site Transactions

We reserve the right to refuse any order You place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, same credit card, and/or orders that use the same billing and/or shipping address. If We make a change to or cancel an order, We will attempt to notify you by contacting the email and/or billing address or phone number provided by You at the time You placed the order. We reserve the right to limit or prohibit orders that, in Our sole judgment, appear to be placed by dealers, re-sellers or distributors.

2.0 Right to Change Site

We reserve the right, at any time in our sole discretion, to modify, suspend or discontinue the Site or any service, content, feature or product offered through the Site, with or without notice; charge fees in connection with the use of the Site; modify and/or waive fees charged in connection with the Site;

and/or offer opportunities to some or all users of the Site. You agree that We will not be liable to You for any modification, suspension or discontinuance of the Site, or any service, content, feature or product offered through the Site.

3.0 Site Content

Boundary and other marks, graphics, typefaces, trade names and logos appearing on the Site are trademarks or trade dress of JAMIAK INC. Other trademarks appearing on the Site are property of their respective owners including, in some instances, Us. Our trademarks and trade dress may not be used in any manner or purpose without our prior written consent in each instance. Patents used in connection with the Site are the property of their respective owners, which may include Us. The Site contains copyrighted material including, without limitation, text, software, photos, audio and video clips, graphics, illustrations, images, logos, and music and sound (collectively, the “**Content**”). This Site is protected by copyright as a collective work, pursuant to U.S. copyright laws, international conventions (Berne), and other copyright laws. Boundary and third-party content providers also own copyrights in the content original to it.

The Site and the Content are intended solely for personal non-commercial use. You may download or copy the Content and other downloadable materials displayed on the Site for your personal use only. No right, title interest in any downloaded Content is transferred to You as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the Content or the Site.

Unless otherwise specified, the Site and the Content are intended to promote Boundary products and services available in the United States. The Site is controlled and operated from its offices in Carlsbad, California, USA.

4.0 User Comments, Feedback and Other Submissions

Boundary is pleased to hear from its Customers and welcomes Your comments regarding our products and services. Boundary company policy does not allow Us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those We have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Boundary employees and agents might seem similar to creative works submitted by You. Accordingly, while we value your feedback, We ask that you do not send creative ideas, suggestions, proposals, plans, or other materials to Us. If, you send specific submissions e.g., contest entries at our request or if you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “**Comments**”) without Our request, You agree that Boundary may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that You send to Boundary. Boundary is under no obligation to: (1) maintain any Comments in confidence; (2) pay compensation for any Comments; or (3) respond to any Comments. Boundary has the right, but not the obligation, to monitor and edit or remove any Comments.

You agree that Your Comments will not violate any right of any third party including, but not limited to, copyright, trademark, privacy or other personal or proprietary right. You further agree that Your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain

any computer virus or other malware that could in any way affect the operation of the Site. You may not use a false email address, pretend to be someone other than yourself, or otherwise, mislead Boundery or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy.

5.0 Personal Information Submitted Through the Sites

Your submission of personal information through the Site is governed by our privacy policy, which can be reached by clicking on the “Privacy Policy” link located on this Site (the “**Privacy Policy**”). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

6.0 Product Information

Many products displayed on the Site are available in authorized Boundery approved retail stores.

Certain products are available exclusively online through the Site. These products may have limited quantities and are subject to return or exchange only through the Site. Prices displayed on the Site are quoted in U.S. dollars.

7.0 Errors, Inaccuracies, and Omissions

Occasionally there may be information on our Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice to You (including after you have submitted your order).

8.0 Colors

We have made every effort to display as accurately as possible the colors of our products that appear on the Site. We cannot guarantee that your computer monitor’s display of any color will be accurate.

9.0 Links to Other Websites

The Site may contain links to other web sites that are not under the control of Boundery. Boundery is not responsible for the linked web sites nor does linking the web sites constitute an endorsement of the linked web site. Links are provided solely for the convenience and information of the Site’s users and they may be used at Your sole risk.

10.0 Disclaimer

The materials on the Site are provided on an “**as is,**” “**with all faults**” basis and without warranties of any kind whatsoever, either express or implied. Boundery disclaims any duty to update or revise materials in the Site. Boundery may modify the materials on the Site at any time without notice. Your use of the Site is at Your sole risk and You assume full responsibility for any costs

associated with Your use of the Site. Boundery shall not be liable for any damages of any kind related to Your use of the Site.

11.0 Indemnification

You agree to defend, indemnify and hold harmless Boundery and JAMIAK INC and all affiliated companies from and against any and all claims, damages, costs and expenses including, attorney's fees, arising from or related to Your use of the Site, Your misuse of any product and/or your breach of any representation, warranty or any other provision of the Agreement.

12.0 Dispute Resolution

You and Boundery agree to the following dispute resolution procedure: If any controversy, claim, action or dispute arises out of or is related to any transaction conducted on the Site, purchase of any product or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("**Dispute**"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party sent by a nationally recognized overnight courier or by email and describing the facts and circumstances (including relevant documentation) of the Dispute and allowing the receiving party 30 days after its receipt in which to respond to or settle the Dispute. Notice shall be sent to:

If by overnight courier to: Boundery, Legal Department, 6965 El Camino Real #105-641, Carlsbad, CA 92009;

If by email to: legal@a4d.com.

Both You and Boundery agree that this procedure is a condition precedent to filing a legal claim against the other party.

13.0 Choice of Law

This Agreement shall be construed in accordance with the laws of the State of California without regard to any conflict of law provision. Any Dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State of California, County of San Diego, North County Judicial District. The prevailing party shall be entitled to recover its reasonable attorneys' fees, in addition to damages, as determined by the court. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision of or Boundery's right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between You and Boundery relating to Your use of the Site.

14.0 Termination

This Agreement is effective unless and until terminated by either You or Boundery. You may terminate this Agreement at any time by providing written notice to Boundery. Boundery.com may terminate this Agreement at any time without notice and may deny Your access to the Site if in our sole judgment you fail to comply with any term or provision of this Agreement. The termination date shall serve as the termination of the Agreement for all purposes.

END OF AGREEMENT