

## **Website Terms of Use**

### **Agreement between user and smark.com**

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smark.com is a Informational Site to inform the viewer of our services.

### **Electronic Communications**

Visiting smark.com or sending emails to S.MARK constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

S.MARK does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use smark.com only with permission of a parent or guardian.

### **Links to third party sites/Third party services**

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**Indemnification** You agree to indemnify, defend and hold harmless S.MARK, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. S.MARK reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with S.MARK in asserting any available defenses.

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#### **Termination/access restriction**

S.MARK reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and S.MARK as a result of this agreement or use of the Site. S.MARK's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of S.MARK's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by S.MARK with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement

between the user and S.MARK with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and S.MARK with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

S.MARK reserves the right, in its sole discretion, to change the Terms under which smark.com is offered. The most current version of the Terms will supersede all previous versions. S.MARK encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

S.MARK welcomes your questions or comments regarding the Terms:

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Effective as of July 13, 2016