

Terms of Use

BABER'S ONLINE PAYMENTS WEBSITE TERMS OF USE AND SALES PORTAL AGREEMENT

PRIVACY POLICY

At Baber's, ("We" or "us"), user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online customers ("You"). We also strive to protect the personal and confidential information of those who use our on-line services. This policy may be updated by us from time to time, so please check here frequently.

TERMS OF USE

Please read this agreement ("Agreement") carefully before accessing or using the Baber's Web site at. By accessing or using the Site, You agree to be bound by this Agreement. We provide the information and services on this Site to you, the user, conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the Site constitutes your agreement to all such terms, conditions and notices.

The information and services offered on the Site are provided with the understanding that neither us nor our representatives are engaged in rendering legal services or other such advice. Your use of the Site is subject to the additional disclaimers and notices that may appear throughout the Site.

We are not providing investment advice through this Site, and the material on this Site should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of Baber's or its affiliates.

We assume no responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the information, products, services or other material on this Site. While we strive to keep the information on this Site accurate, complete and up-to-date, we cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness or timeliness of the information.

RETAIL STORE ONLINE PAYMENT PORTAL

We use the Site to provide you with an internet portal between the stores that rent and sell products and an online payment processing system (the "Portal"). The Portal may be more particularly described on the Site. We grant you access to the Site during the term of this agreement solely to use the Portal. You may access, download, and print materials as necessary to use the Portal. You may not license, copy, distribute, create derivative works from, frame in another Web page, use on any other Web site, or sell any information, databases or lists obtained from the Site. When requested, you agree to provide true, accurate and complete user information. You shall not access or attempt to access password protected, secure or non-public areas of the Site without Baber's prior written permission. You will comply with all privacy laws.

Your rental of any products using the Portal may be subject to a written or click-through agreement between you and the store using the Portal. Baber's is not a party to such agreements and shall have no liability arising from any such agreements,

PROPRIETARY RIGHTS

All materials on this Site (as well as the organization and layout of the Site) are owned and copyrighted, licensed by, or used with permission that is granted to Baber's. No reproduction, distribution, or transmission of the copyrighted materials at this Site is permitted without the prior written permission of Baber's.

YOUR ACCOUNT AND DATA

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of the Site is terminated, you will (i) immediately notify us, (ii) cease using the Site and any information obtained from the site, and (iii) destroy all copies of your account information, password and any information obtained from the Site.

You may provide data in connection with the purchase or rental of products using the Portal (the "User Data"). You are responsible for maintaining adequate back-up arrangements in order to preserve User Data in the event of a failure of the Portal, the Site or Baber's systems.

You agree that we, in our sole discretion, may terminate your password, account (or any part thereof) or use of the Site. You agree that we shall not be liable to you or any third party for any termination of your access to the Site or deletion of any User Data on the Site.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Site, you warrant to us that you will not use this Site for any purpose that is unlawful or prohibited by these terms. If you violate any of these terms, your permission to use the Site automatically terminates.

You may not without the prior written permission of Baber's use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this site or accessed through this Site.

If you are under the age of 13, you may not use this Site.

You shall not (nor cause any third party to) use the Site to perform any illegal or inappropriate activities including, without limitation:

- transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other

computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

c. impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity;

d. interfering with or disrupting the Site;

e. disrupting the activities or enjoyment of the Site for other users;

f. reverse engineering any software related to the Site.

You agree to abide by all applicable local, state and federal laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including without limitation any of the User Data.

You acknowledge and agree that we may preserve and disclose User Data if required to do so by law or if Baber's believes in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Agreement, respond to a claim that User Data violates any third party's rights, or protect the right, property or personal safety of us, any users of the Site, and the public. You also acknowledge that the technical processing and transmission of the Site, including without limitation User Data, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

PAYMENT

All fees and payments required for products purchased using the Portal are due immediately and are non-refundable unless otherwise expressly noted. Baber's expressly reserves the right to modify pricing through email notification and/or notice on the Site. Payment may be made only through the use of Baber's third party payment service run by Moneris Solutions (collectively, the "Payment Method").

If, for any reason, we are unable to charge your Payment Method for the full amount owed us for the products or services ordered, or if we are charged a penalty for any fee it previously charged to your Payment Method, you agree that we may pursue all available remedies in order to obtain payment. If you pay by credit card and if for any reason we are unable to charge your credit card with the full amount of the Portal provided, or if we are charged back for any fee it previously charged to the credit card you provided, you agree that we may pursue all available remedies in order to obtain payment including immediate cancellation of any Portal without notice to you. We reserve the right to charge a reasonable administrative fee for administrative tasks outside the scope of regular Portal services, and pass these along to you. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, fees incurred by third parties you have elected to use as payment methods, including Moneris Solutions, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for you. All purchases are processed in US dollars.

CONFIDENTIAL INFORMATION

You agree that you will not disclose Confidential Information to any person or entity outside of your organization. You will not use or permit the use of any Confidential Information except as necessary in connection with the Portal. You shall use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event shall you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the Site or (ii) which is (A) marked "Confidential," "Restricted", or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE, THE PORTAL AND ANY PRODUCTS OR SERVICES PURCHASED OR RENTED USING THE SITE IS AT YOUR SOLE RISK. THE SITE, THE PORTAL AND ANY SUCH PRODUCTS OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Baber's EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY PRODUCT OR SERVICE WARRANTY IS BETWEEN YOU AND THE STORE USING THE PORTAL.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT we SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE OR SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THE SITE OR THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SITE OR THE SERVICES.

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LINKS TO OUR SITE

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USE OF SUBMISSIONS

You grant us the right to use, reproduce, modify, distribute, and display any material you supply or communicate to the Site, other than conversion input data, for the stated purposes of this Agreement and to authorize others to do so.

CHANGES TO SITE

We may make improvements or changes in the information, services, products, and other materials on this Site, or terminate this Site at any time. We may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of this Site shall be deemed your acceptance of the modified Agreement.

MISCELLANEOUS

This site is intended to and directed to residents of the United States and all advertising claims contained in this site are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement or this Site shall be governed by and construed in accordance with the laws of Mississippi, Alabama, Louisiana or Florida, without giving effect to any principles of conflicts of law. Failure by Baber's to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any legal action or proceeding between Baber's and you related to this Agreement shall be brought exclusively in a federal of competent jurisdiction sitting in the State of Mississippi, Alabama, Louisiana, Florida or a state court of competent jurisdiction sitting in the State of Mississippi, Alabama, Louisiana or Florida. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term.

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