



## **SITE TERMS - STINGER USA**

**BY USING THE STINGER WEBSITE, YOU AGREE TO THESE TERMS.**

**IF YOU DO NOT AGREE, DO NOT USE THE STINGER WEBSITE.**

### **Ownership of Site & Agreement to Terms**

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At its sole discretion, Stinger reserves the right to alter, remove, or add parts of these Terms, at any time. It is your responsibility to check the Terms from time to time for alterations. Your continued use of the Site will mean that also in the future you accept and agree to the alterations, even if and when the Terms have changed. If you comply with the Terms, and only for the duration that you are in full compliance with the Terms, Stinger grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

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Furthermore, you agree not to employ any data gathering methodology such as but not limited to data mining, roboting, scraping (including screen-scraping). You agree not to do anything that may compromise the security of the Site, make the Site inaccessible to others or otherwise damage the Site or its Content.

Stinger reserves the right to bar you from accessing the Site if Stinger suspects - at its sole discretion - that you have violated these Terms.

## **References to Other Sites and to the Stinger Site**

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## **PRODUCT ORDERS**

All orders placed through the Site are subject to Stinger's acceptance. This means that Stinger may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If you already paid for an order that is later cancelled, Stinger will issue you a refund.

## **Indemnity**

You agree to indemnify, defend and hold harmless Stinger and each related party (collectively, the "Indemnified Parties"), at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, losses, damages, judgments, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) ("Claim") incurred by any Indemnified Party arising out of or relating to your (i) violation or breach of any of the Terms or any policy or guidelines referenced herein, (ii) use or misuse of the Site, (iii) violation of any law, rule, regulation or rights of others in connection with your use of the Site, (iv) use or disclosure of another person's personal, financial or credit information or (v) infringement, violation or misappropriation of any copyright, trade secret, or any other intellectual property rights or the violation of any property or privacy right arising from any of the Content that you post on the Site, or have taken, or derived, from the Site.

## **Violation of these Terms**

You expressly agree that Stinger may use and disclose any information we have about you (including your identity) if Stinger determines that such use and/or disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Stinger's rights or property, or the rights or property of visitors to or users of the Site.

Also, you agree that Stinger has the right to preserve any communication by you with Stinger through the Site or any service offered on or through the Site, and also to disclose such data if required to do so by law or if Stinger determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms, or (3) protect the rights, property and/or personal safety of Stinger, its employees, customers, and users of the Site.

You agree that Stinger may, in its sole discretion and without prior notice, terminate your access to the Site, for cause.



### **Governing Law, Dispute Resolution, Divisibility**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of Florida, U.S.A., and U.S. Federal law. You agree that, for as much as allowed by judicial law, all court proceedings will be held at the competent court in Florida, U.S.A., unless, and at Stinger's sole discretion, otherwise elected by Stinger. Should any stipulation of this agreement or any part thereof be declared null and void or otherwise non-binding by a competent court, the other stipulations of this agreement shall remain in full force.