



## ALTA HEIGHTS TECHNOLOGIES, INC. TERMS AND CONDITIONS OF SALE

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PLEASE READ THIS DOCUMENT CAREFULLY - IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT ALSO CONTAINS AN ARBITRATION CLAUSE THAT APPLIES TO YOUR PURCHASES.

The following Terms and Conditions of Sale (the "Agreement") is a legal contract between you, an individual customer ("You" or, collectively, "**Customers**"), and ALTA HEIGHTS TECHNOLOGIES ("**ALTA HEIGHTS**") regarding Your purchase of products ("**Products**") sold by ALTA HEIGHTS on the <http://www.one2onemate.com/> website or other websites associated with ALTA HEIGHTS ("**Websites**") or through a representative or sales agent of ALTA HEIGHTS. BY PURCHASING THE PRODUCTS, YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS.

Any software that is included in the Products is licensed and not sold to You by the licensor of such software and such software is subject to the additional written terms included in the Product.

- 1. Payment Terms; Orders.** Payment in full must be received by ALTA HEIGHTS before shipment of the Products. Orders are not binding upon ALTA HEIGHTS until accepted by ALTA HEIGHTS (as evidenced by shipment of the Products). If payment in full is not received by ALTA HEIGHTS on the date due, You shall pay a late charge equal to the lesser of 1.5 % per month or the highest rate allowed by law assessed from the due date until the date payment is received.
- 2. Shipping Charges; Taxes.** Separate charges for shipping and handling will be assessed on all Products. You are responsible for sales and all other taxes associated with the purchase, however designated, except for ALTA HEIGHTS' franchise taxes and taxes on ALTA HEIGHTS' net income.
- 3. Title; Risk of Loss.** Title to the Products (other than any software that may be included in the Product) passes from ALTA HEIGHTS to You upon shipment from ALTA HEIGHTS. Loss or damage that occurs during shipping by a carrier selected by ALTA HEIGHTS is ALTA HEIGHTS' responsibility. Loss or damage that occurs during shipping by a carrier selected by You (e.g., a return of Product for refund, exchange or repair) is Your responsibility.
- 4. Software.** Title to any software that may be contained in or a part of the Products will remain with the applicable licensor(s). Any rights that You may have with respect to the software shall arise only pursuant to license agreements ("**Licenses**") between You and such licensor(s), which Licenses may be contained within the packaging associated with the Products. You agree to use all software in accordance with the applicable licenses.
- 5. Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN THE DOCUMENTATION PROVIDED WITH CERTAIN PRODUCTS SOLD BY ALTA HEIGHTS, PRODUCTS ARE SOLD ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS. ALTA HEIGHTS HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, AVAILABILITY, UNINTERRUPTED USAGE, LACK OF VIRUSES AND NON-INFRINGEMENT. If an implied warranty is created under applicable law, and cannot be (or has not been) effectively disclaimed by ALTA HEIGHTS in this Agreement, ALTA HEIGHTS hereby limits the term of any such implied warranty to ninety (90) day period following sale to You.
- 6. Return Policies.** Subject to the following requirements, You may return the Products within thirty (30) days from the date of shipment and obtain a credit or refund of the purchase price (excluding shipping and handling charges). This return policy is not valid for reseller purchases. To return the Products, You must email ALTA HEIGHTS at [support@one2onemate.com](mailto:support@one2onemate.com) to receive a Return Materials Authorization (RMA) (a tracking number so that ALTA HEIGHTS can track the Product return and trace it to You). You must ship the Products to ALTA HEIGHTS in their original packaging and insure the shipment or accept the risk of loss or damage during shipment, all of which shall be at Your expense. The original sales invoice(s) must

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One2OneMate

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accompany the returned Products. To be eligible for return, the Products must be in same condition as when shipped to You and all of the manuals, diskettes, power cords, software and other items shipped with the Products must also be included.

**7. Limitation of Liability.** ALTA HEIGHTS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALTA HEIGHTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS, EVEN IN THE EVENT OF ALTA HEIGHTS'S FAULT AND EVEN IF ALTA HEIGHTS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALTA HEIGHTS'S SOLE LIABILITY FOR ANY CLAIMS, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), AT LAW OR IN EQUITY, FOR ANY LOSS OR DAMAGES ARISING, RESULTING FROM, OR CONNECTED WITH THE PRODUCTS, THE WEBSITES AND THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU TO ALTA HEIGHTS FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

**8. Applicability of Limitations on Warranties and Remedies to Certain Customers.** Certain laws do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply and You may have additional rights to those contained herein.

**9. Applicable Law; Not For Resale.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. You agree to comply with all applicable laws and regulations of the various states and of the United States, including all applicable government export laws and regulations including those which apply to export of data. You agree and represent that You are buying for Your own internal use only, and not for resale.

**10. Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export.

**11. Amendment and Modification.** This Agreement may only be amended or modified by a written agreement signed by both parties.

**12. Headings.** The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference shall be derived therefrom.

**13. Severability.** If any provision of this Agreement shall be illegal, invalid or unenforceable to any extent under applicable law, such provision shall be fully severable. The remainder of this Agreement will remain in full force and effect and will not be terminated.

**14. Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND ALTA HEIGHTS, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "ALTA HEIGHTS") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). In the event of any inconsistency or conflict between NAF Code of Procedure and this Agreement, this Agreement shall control. The arbitration will be limited solely to the dispute or controversy between You and ALTA HEIGHTS. NEITHER YOU NOR ALTA HEIGHTS SHALL BE ENTITLED TO JOIN OR

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CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. ALTA HEIGHTS will be responsible for paying any arbitration fees to the extent such fees exceed the amount of the filing fee for initiating a claim in the small claims or similar court in the state in which you reside. Each party shall pay for its own costs and attorneys' fees, if any. However, if any Customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

**YOU UNDERSTAND AND AGREE THAT BY AGREEING TO ARBITRATION, YOU ARE AGREEING TO GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT IN COURT AND YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

**15. Additional Limits on Pricing and Product Availability.** Pricing, specifications, and availability are valid in continental United States, Alaska and Hawaii only and are subject to change without notice. Taxes, fees, shipping, handling and any applicable restocking charges, other than free shipping if applicable, are extra and vary. Discounts cannot be retroactively applied. **Supplies are limited to stock on hand. Available configurations may vary.** The ALTA HEIGHTS site, and any offers contained herein, are valid only for fixed price items purchased on the site. Offers listed on the site are not valid for resellers and/or online auctions. ALTA HEIGHTS reserves the right to cancel orders arising from typographical or mathematical errors. With supplies limited, ALTA HEIGHTS reserves the right to cancel any orders in which the payment method used is not authorized within two (2) business days of order creation. All orders are subject to cancellation by ALTA HEIGHTS, at our sole discretion.

You may contact ALTA HEIGHTS as follows:

ALTA HEIGHTS TECHNOLOGIES, INC.

**support@one2onemate.com**

If you have any questions regarding these Terms of Sale, you may email ALTA HEIGHTS at **support@one2onemate.com**