

Terms of Use for <Highmesainc.com> Website

This site (“Site”) is owned and operated by High Mesa, Inc., (the “Company” or “we” or “us”). Please feel free to browse this Site; however, your access to, and use of, this Site is subject to the following terms and conditions (“Terms and Conditions”) and all applicable laws. By accessing and browsing this Site, you indicate your acknowledgement and acceptance of these Terms and Conditions. From time to time, we may modify the Terms and Conditions. Accordingly, please continue to review the Terms and Conditions whenever accessing or using the Site. Your use of the Site, or any service on the Site, after the posting of modifications to the Terms and Conditions, will constitute your acceptance of the Terms and Conditions, as modified. If at any time you do not wish to accept the Terms and Conditions, you may not use the Site. Any terms or conditions proposed by you that are in addition to or which conflict with the Terms and Conditions are expressly rejected by the Company and shall be of no force or effect.

License To Use Site

Subject to your performance of all of the provisions of this Agreement, the Company hereby grants you a limited, terminable, personal, non-exclusive license to access and use the Site solely as provided herein. You may use the Site solely for personal and non-commercial purposes to browse the Company’s product information and to place orders and communicate with the Company. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with the Company. Your right to use the Site is not transferable. You acquire no rights or licenses in or to the Site and materials contained therein other than the limited right to utilize the Site in accordance with the Terms and Conditions.

Data Rights

Any and all information that we obtain from you, or from transactions processed through the Site, including names, addresses, telephone numbers, e-mail addresses, financial, tax and/or credit information, and any other information concerning use, transactions, and traffic through the Site may be collected and used by us as provided in our Privacy Policy which can be accessed through the following link: [<Privacy Policy>](#).

Restrictions

None of the material relative to the Site may be downloaded, distributed, reproduced, republished, incorporated into any information retrieval system, posted, transmitted or copied in any form or by any means, without the prior written permission of the Company and/or the copyright owner. You acknowledge that the Site has been developed, compiled, prepared, revised, selected and arranged by the Company and others through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of the Company and others.

Additional User Representations

By using the Site, you represent, warrant and covenant that you: (i) have the power and authority to enter into this Agreement; (ii) shall not use any rights granted hereunder for any unlawful purpose; (iii) shall use the Site only as set forth in these Terms and

Conditions; and (iv) are thirteen years of age or older to place orders on the Site. If you are under the age of 13, you are not allowed to place orders via the Site.

Copyright/Trademark

The trademarks, logos and service marks (“Marks”) displayed on the Site, including without limitation the High Mesa Inc. name and logo, are the property of the Company or third parties and cannot be used without the written permission of the Company or the third party that owns the Marks. The Site is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. Users are prohibited from using, transferring, disposing of, modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works of or using any content on the Site for commercial or public purposes. Nothing contained herein shall be construed by implication, estoppel or otherwise as granting to the user an ownership interest in any copyright, trademark, patent or other intellectual property right of the Company or any third party.

Ownership Of Materials

The Company exclusively owns all worldwide right, title and interest in and to all documentation, software, contents, graphics, designs, data, computer codes, ideas, know-how, “look and feel,” compilations, magnetic translations, digital conversions and other materials included within the Site and related to the Site and all modifications and derivative works thereof, and all intellectual property rights related thereto.

Credit Card Payments

You hereby authorize the Company to charge all amounts owed to the Company hereunder, including, but not limited to, all amounts due for the products purchased on the Site, to the credit card you provide to the Company. You shall additionally be responsible for and shall immediately pay the Company, on demand, any payments that are made to the Company that are subject to a subsequent reversal. Questions regarding charges must be brought to the attention of the Company’s billing department within ninety days after the end of the questioned billing period. Charges beyond ninety days old are not subject to review, reversal or refund.

Pricing

All pricing is subject to change without prior notice. We reserve the right to adjust the price of any product sold through the Site at any time in our sole discretion. In the event that a product is listed on the Site at an incorrect price due to a typographical error or error in pricing information received from our suppliers, the Company shall have the right to refuse or cancel any orders placed for the product listed at the incorrect price. The Company shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, the Company shall issue a credit to your credit card account in the amount of the incorrect price.

No Warranties

All information on the Site is provided to you “as is, as available” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties

of merchantability and fitness for a particular purpose, and express or implied warranties of title, non-infringement, security and accuracy. The Company does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made through the Site by any party other than the Company. Use of the Site is at your sole risk and neither the Company nor any of its affiliates, suppliers, employees or agents warrant that the Site will be uninterrupted or error free or that errors will be corrected. Other than as required under applicable consumer protection law, under no circumstance will the Company be liable for any damages of any kind arising from the use of this Site. It is the responsibility of the user to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site.

Indemnification

You shall indemnify, defend and hold harmless the Company, its officers, directors, employees, suppliers, agents, subsidiaries, affiliates, successors and assigns (each an "Indemnitee") from all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way arises out of or relates to (a) your breach or violation of this Agreement (b) your use of the Site and any transaction or other activity that arises from or is otherwise related to the Site; (c) any credit-card payments to the Company that are reversed; (d) any and all claims, demands, legal action or judgments arising out of or relating to any use, modification or enhancement of the products or services you purchase from the Company; and/or (e) your negligence or willful misconduct. In the event you fail to promptly indemnify and defend such claims and/or pay the expenses of such Indemnitee, as provided above, such Indemnitee shall have the right to defend itself, and in that case, you shall reimburse such Indemnitee for all of its reasonable attorney's fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of such Indemnitee's written requests.

Limitation Of Liability

Neither the Company nor its suppliers have any liability or obligation to you or any other person for any claim, loss, damage or expense caused in whole or in part, directly or indirectly, by the inadequacy of any products for any purpose, by any deficiency or defect in any product whether or not covered by any warranty, by the use or performance of any products or by any delay in the Company's performance or for any special, direct, indirect, incidental, consequential, exemplary or punitive damages, however caused, including without limitation, property damage, personal injury or loss of business or profit, whether or not you informed the Company of the possibility or likelihood of any such damages. Additionally, the Company shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, whether foreseeable or not, that are in any way related to this Agreement, the breach thereof, the use or inability to use the Site, the results generated from the use of the Site, loss of goodwill or profits, lost business however characterized and/or from any other cause whatsoever.

Communications On Internet; Events Beyond Our Control

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While the Company has endeavored to create a secure and reliable Site, the Company and its affiliates are not responsible for the

security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. You must make your own determination as to these matters. The Company cannot guarantee your ability to access the Site at all times, or that the Site will be secure, uninterrupted, or error-free, nor can the Company provide assurances that transactions will be completed properly. The Company is not responsible for failure to receive an order or technical problems that may hinder the efficacy of an order. The Company and its affiliates shall not be liable for damages as a result of any delay or other failure of performance due to causes beyond its reasonable control including, without limitation, acts of God, acts of customer or any of its representatives, acts of military or civil authorities, fire or other casualty, strikes, lockouts, weather, epidemic, war, riot, terrorism, telecommunications interruptions or computer viruses.

Confidentiality Of User Communications

Except as required or permitted by law, the Company will maintain the confidentiality of all user communications that contain personal user information and are transmitted directly to the Company. Your use of the Site is subject to our Privacy Policy, which is part of these Terms and Conditions.

Linked Internet Sites

The Company is not responsible for the content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the user's own risk.

Changes To Terms And Conditions

The Company reserves the right to revise these Terms and Conditions at any time and users of the Site are deemed to be apprised of and bound by any changes to these Terms and Conditions.

Termination By the Company

The Company may terminate this Agreement at any time, for any reason, with or without notice to you. You agree that immediately upon termination of this Agreement, whether or not you receive notice of such termination, the license herein shall be immediately terminated and you shall not have any further rights to use the Site. Upon termination of the license granted hereunder, the Company's obligations to you shall cease.

Governing Law/Venue

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California for agreements to be performed entirely within the State of California, without regard to choice of law provisions. Both parties irrevocably submit to the jurisdiction of the state or federal courts located in Los Angeles County, California, for any action or proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction or venue of the courts in Los Angeles County, California.

Miscellaneous

To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any

provision of this Agreement shall not be deemed either a waiver of such provision or a waiver of the right to enforce such provision. This Agreement, including our Privacy Policy which is incorporated by reference, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof