

## **Terms and Conditions of Use**

### **1. Terms**

By accessing the Skipping Rock Imports, LLC (“Skipping Rock Imports”) web site (“Site”), you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. Before you can use this Site, you must read, understand, and agree to be bound by these Terms and Conditions of Use. If you do not agree with any of these terms, you are prohibited from using or accessing this Site. The materials contained in this Site, including but not limited to any logo, design, graphics, pictures and other files, and the selection and arrangement thereof are the property of Travertine Market and are protected by applicable copyright and trade mark law. They may not be copied, reproduced, or transmitted in any form without the prior written permission of Skipping Rock Imports.

Skipping Rock Imports reserves the right to change or modify any of the terms and conditions contained herein at any time and in its sole discretion. Changes will be posted to the Site and will

be effective immediately upon posting. Your continued use of the Site following the posting of changes will indicate your continued acceptance of the terms and conditions as changed or modified. Accordingly, you should review these terms and conditions frequently to make sure that you understand all the terms and conditions which govern your use of the Site.

### **2. Incorporated Policies or Terms**

Privacy Policy – Because Skipping Rock Imports strongly believes that your privacy and personal information should be protect, Skipping Rock Imports has adopted a Privacy Policy. You should refer to this Privacy Policy to understand how Skipping Rock Imports collects and uses information.

Terms of Sale – All orders placed through the Site are governed by Skipping Rock Imports' Terms of Sale. By ordering and/or accepting delivery of the products, you agree to be bound by these Terms of Sale. Skipping Rock Imports reserves the right to change or modify the

Terms of Sale at any time and within its sole discretion. You should review the Terms of Sale each time you make a purchase.

### **3. Use License**

- A. Permission is granted to use this Site to make legitimate orders and purchases and shall not use this Site for any other purpose. This is the grant of a limited license, not a transfer of title, and under this limited license you may not:
  - a. modify or copy the materials;
  - b. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  - c. attempt to decompile or reverse engineer any software contained on Skipping Rock Imports' web site;
  - d. remove any copyright or other proprietary notations from the materials; or
  - e. transfer the materials to another person or "mirror" the materials on any other server.
- B. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Skipping Rock Imports at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### **4. Age and Responsibility**

By using this Site, you represent that you are of legal age and sound mind to use this Site and to create legally binding obligations to any liability you may incur as a result of the use of this Site.

### **5. Revisions and Errata**

The materials appearing on the Site could include technical, typographical, or photographic errors. Skipping Rock Imports does not warrant that any of the materials on the Site are accurate, complete, or current. Skipping Rock Imports may make changes to the materials

contained on the Site at any time without notice. Skipping Rock Imports does not, however, make any commitment to update the materials.

## **6. Links**

Skipping Rock Imports has not reviewed all of the sites linked to its Site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Skipping Rock Imports of the site. Use of any such linked web site is at the user's own risk.

## **7. Site Terms of Use Modifications**

Skipping Rock Imports may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## **8. Termination**

Skipping Rock Imports may, in its sole discretion, terminate your use of the Site or restrict your access to the Site for any reason. Skipping Rock Imports may also, in its sole discretion, discontinue providing the Site. You agree that any termination of access to the Site may be effected without notice. Further, you agree that Skipping Rock Imports shall not be liable to you or any third party for any termination or restriction of the Site.

## **9. Disclaimer**

The materials on Skipping Rock Imports' Site are provided "as is". Skipping Rock Imports makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement of intellectual property, and those arising by statute or otherwise in law or equity, or from a course of dealing or usage or trade.

Further, Skipping Rock Imports does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the Site or otherwise relating to such materials or on any sites linked to the Site.

## **10. Limitations**

In no event shall Skipping Rock Imports, its officers, directors, employees, representatives, or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the operation, content, access, use or inability to use the materials on Skipping Rock Imports' Site, even if Skipping Rock Imports or a Skipping Rock Imports authorized representative has been notified orally or in writing of the possibility of such damage. This limitation of liability is comprehensive and applies to all damages, including but not limited to, direct, indirect, compensatory, special, incidental, punitive and consequential damages (which includes damages for lost profits, goodwill, use, data, or other intangible losses).

## **11. Governing Law**

Any claim relating to Skipping Rock Imports' web site shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions.

## **12. Severability**

These Terms of Use are severable. In the event any provision is determined to be unenforceable, such provision shall be severed from the Terms of Use and shall not affect the validity and enforceability of the remaining provisions.

## **13. Indemnification**

You shall indemnify, defend and hold harmless Skipping Rock Imports and its officers, directors,

employees, consultants, representatives and agents from and against any loss, liability, claim, cause of action, demand, damages, costs or expenses including without limitation reasonable legal, accounting and other professional fees, brought by or on your behalf or by third parties arising from or in connection with your use of this Site, including but not limited to any violation by you or any other authorized user of the Terms of Use. Skipping Rock Imports reserves the right to assume the exclusive defense and control of any matter, subject to indemnification by you, which shall not excuse your indemnity obligation.

#### **14. Relationship**

The relationship between Skipping Rock Imports and you will be that of an independent contractor, and neither of us or any of our respective officers, agents or employees will be deemed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of the use of this Site.

#### **15. Entire Agreement**

These Terms of Use, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and it supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the Site.