

# **TERMS OF SERVICE**

Updated October 2021

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5. Provide your legal full name, valid email address, zip code, and any other information we request to complete your account-signup process.
6. Provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party.
7. Personally and manually create your account without using any automated means, except for any auto-complete feature offered by your internet service provider. A third party may not create an account for you and you must not allow any third party to use your information to create an account.
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2. Payment Methods. To use the Service you must provide one or more Payment Methods. You can update your Payment Methods by going to the "Account" page of our Website, or, if unavailable you may contact us directly at the contact information found at the bottom of the Terms. Following any update, you authorize us to continue to charge the applicable Payment Method(s). You authorize us to charge any Payment Method associated to your

account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

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6. Compliance with Law. You represent and warrant that your use and interaction with Site and its Service is in compliance with all national, federal, state, and local laws, ordinances and regulations. If you are located in a country outside the United States it is your responsibility to determine that you are in compliance with the laws of that country. You agree to indemnify and hold us harmless from any losses, including attorney fees that result from your breach of any part of these warranties.
7. Force Majeure. We shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond our reasonable control, including but not limited to acts of god, war, hackers, third party internet providers, government orders, power failures, nuclear destruction, Armageddon or any other force majeure event.
8. Severability. The invalidity or unenforceability of any provisions of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, which shall remain in full force and effect.
9. Severability. Any provision of these Terms which imposes an obligation after termination or expiration of this agreement shall survive the termination or expiration of this agreement.
10. Headings. The section headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.
11. Waiver. Our failure to exercise or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee without regard to its conflict of laws rules, or international law or convention.
13. Dispute Resolution. Any dispute or controversy you or we have arising under or in connection with this agreement shall be settled exclusively by binding arbitration solely by written submission in Nashville, in the State of Tennessee, in accordance with the expedited Commercial rules of the American Arbitration Association then in effect, by one arbitrator. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator shall not have the power to award any punitive or consequential damages. Arbitration shall proceed solely on an individual basis without the right for any claims to be

arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The above notwithstanding, if you violate these Terms then we may seek injunctive or other equitable relief.

1. Assignment. You may not assign any of your rights under this agreement to anyone else. We may assign our rights at our discretion.
2. Notice. All notices to you will be effective when we send it to the last email or physical address you gave us or posted on our Website. Any notice to us will be effective when delivered to us at:

[Support@BuyLowWarehouse.com](mailto:Support@BuyLowWarehouse.com)

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Brentwood, TN 37027

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Brentwood, TN 37027

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6. A statement that the information in your notice is accurate, and
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2. Entire Agreement. These terms, together with our Privacy Policy and any additional terms you have agreed to, constitute(s) the entire agreement with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

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Signature

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Name

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Date

Initial \_\_\_\_\_