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4. You will not post, upload, email, transmit or otherwise distribute any Content that is unlawful, harmful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by SUZZOR in its sole discretion.
5. You will not harm minors in any way.
6. You will not post advertisements or solicitation of business.
7. You will not post, upload, email, transmit or otherwise distribute any chain letters, pyramid schemes, unsolicited or unauthorized advertising or spam.
8. You will not impersonate another person or stalk or otherwise harass another person.
9. You will not post, upload, email, transmit or otherwise distribute viruses or other harmful computer code designed to interrupt, destroy or limit the use of any computer software or hardware.
10. You will not collect information about others, including email addresses, without their consent.

SUZZOR may record or document the dialogue in its chat feature and will investigate communications that do not conform to the terms of this Agreement.

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5. A signature or the electronic equivalent from the copyright holder or authorized representative.

Terms of Sale

1. By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order and order price.
2. Order fulfillment times may vary according to availability and subject to any delays resulting from shipping delays or force majeure for which we will not be responsible.
3. In order to place an order on SUZZOR, you must be over 18 years of age, register as a customer, and verify you are a qualified healthcare professional or healthcare organization.
4. You must provide us with a valid credit or debit card issued by a bank acceptable to us, or if you are a hospital or surgical center, complete an application for a line

of credit and be approved by **ITT** for a specific credit limit (please see the Terms and Conditions applicable for Purchase Orders). SUZZOR retains the right to refuse any request made by you.

5. If your order is accepted, we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be SUZOR or may in some cases be a third party Supplier. Where a contract is made with a third party Supplier, SUZZOR is not acting as either agent or principal and the contract is made between yourself and that third party Supplier and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices indicated on our website are subject to such changes.
6. Our Contract - When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been shipped to you. Only those goods listed in the confirmation e-mail sent at the time of shipping will be included in the contract formed.
7. Pricing and Availability – While we try and ensure that all details, descriptions and fees/prices which appear on this website are accurate, errors may occur. If we discover an error in the fees/price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct fee/price or cancelling the order for the product. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.
8. Shipping/Delivery costs will be charged as indicated on the product page and included in the “Total Cost”.
9. Payment - Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been shipped and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

PURCHASE ORDERS – A separate Terms and Conditions document is applicable for Customers who have been approved for a Credit Line and are approved to submit Purchase Orders.

Indemnity

As a user of this website, you agree to indemnify, defend and hold harmless **ITT**, its officers, director, employees, agents, affiliates and suppliers and their respective representatives from and against any and all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees relating to or arising out of your use of or inability to use the website or services, any user posting made by you, your violation of any terms of this Agreement or your violation of any rights of a third parties, or your violation of any applicable laws, rules, or regulations. **ITT** reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with **ITT** in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in enquiry for damages or any other relied, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgement may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns the Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions. Whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. The arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceeding, such as in the Form of a Private attorney general action against the other. Further, unless both you and **ITT** agree otherwise, the arbitrator may

not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

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