



TERMS AND CONDITIONS

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Our Web site is provided to you without charge as a convenience and for your information only. By merely providing access to our Web site content, we do not warrant or represent that:

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- Your access to our Web site will be free from interruptions, errors, computer viruses or other harmful components.

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2. WE PROVIDE OUR WEB SITE "AS IS" AND DISCLAIM ALL WARRANTIES

Our Web site content is provided "as is" and without warranties of any kind, either expressed or implied. We disclaim all warranties, express or implied, including, but not limited to, implied warranties and merchantability and fitness for a particular purpose.

3. WE DO NOT HAVE RESPONSIBILITY FOR LINKS TO THIRD PARTY CONTENT

We may provide hyperlinks or pointers to other Web sites maintained by third parties or may provide third-party content on our Web site by framing or other methods. The links to third-party Web sites are provided for your convenience and information only. The content in any linked Web sites is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our Web site, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, Trojan horses, and other items of a destructive nature.

4. IF WE PROVIDE A LINK, WE DO NOT NECESSARILY ENDORSE A THIRD PARTY

We reserve the right to terminate a link to a third-party Web site at any time. The fact that we provide a link to a third-party Web site does not mean that we endorse, authorize or sponsor that Web site. It also does not mean that we are affiliated with the third-party Web site's owners or sponsors.

5. IF A THIRD PARTY LINKS TO OUR WEB SITE, IT IS NOT AN ENDORSEMENT

If a third party links to our Web site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Web site. A Web site that links to our Web site:

- May link to, but not replicate, our content;
- Should not create a browser, border environment or frame of our content;
- Should not imply that we are endorsing it or its products;
- Should not misrepresent its relationship with us;
- Should not present false information about our products or services; and
- Should not contain content that could be construed as distasteful, offensive, or controversial, and should contain only content that is appropriate for all age groups.

6. IF YOU TRANSMIT OR PROVIDE DATA TO US, IT IS NON-CONFIDENTIAL

We do not want to receive confidential or proprietary information from you through our Web site. If you transmit to or post on our Web site any material, data, information, or idea by any means, it will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose.

You are not authorized to post on or transmit to or from our Web site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

7. YOUR USE OF OUR WEB SITE IS RESTRICTED

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- You obtain written permission from us to waive these restrictions; or
- You may download one copy of the content on a single computer for informational, non-commercial and personal use only, provided you keep intact all copyright and other proprietary notices, do not modify, copy or post the content on any network computer or broadcast in any media, and obey all applicable laws.

If you violate these restrictions, you may be subject to civil and criminal penalties. If we grant you permission to waive these restrictions, the permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded materials and printed materials.

8. BY PROVIDING CONTENT, WE DO NOT ALLOW YOU TO USE OUR TRADEMARKS

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9. YOU MUST OBEY LOCAL LAWS IN ACCESSING OUR WEB SITE

This site is controlled by us from our offices within the United States of America. We make no representation that content or materials in the site are appropriate or available for use in other jurisdictions. Access to our Web site content or materials from jurisdictions where such access is illegal is prohibited. If you choose to access this site from other jurisdictions, you do so on your own initiative and are solely responsible for compliance with all applicable local laws. Any claims relating to our Web site and its content and materials shall be governed by the laws of the state of California without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding between us for any purpose concerning this Agreement or the parties' obligations shall be brought exclusively in a federal or state court in the state of California.

10. YOU ARE BOUND BY CHANGES IN THIS AGREEMENT'S TERMS AND CONDITIONS

We may at any time revise these terms and conditions by updating this posting. By using our Web site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Mid-Evil Industries Web Site User Agreement and Disclaimers to which you are bound. Certain provisions of these terms and conditions may be superseded by other legal notices or terms located on parts of our Web site. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other written agreement between Mid-Evil Industries, and its customers or vendors, the express terms and conditions of the latter agreement shall prevail.

11. YOU AGREE TO INDEMNIFY US FOR USING OUR WEB SITE

You agree to indemnify, defend and hold harmless Mid-Evil Industries, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

12. THIRD PARTIES MAY HAVE RIGHTS UNDER THIS AGREEMENT

Some of the provisions of this Agreement are for the benefit of Mid-Evil Industries and its officers, directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

13. THIS AGREEMENT MAY BE TERMINATED

This Agreement may be terminated by either party without notice at any time for any reason; provided that you may no longer use our Web site after you have terminated this Agreement. Provisions 2, 6, 7, 8, 9, 11, and 12 of this Agreement shall survive any termination of this Agreement.

14. MISCELLANEOUS

Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you.