

## **Terms of Use**

### **Agreement To Terms of Use**

Any use of Scorpion Bike Wheels located at [www.scorpionbikewheels.com](http://www.scorpionbikewheels.com) and all associated sites accessible through the [www.scorpionbikewheels.com](http://www.scorpionbikewheels.com) (collectively, the "Site") are bound by these Terms of Use (the "Terms of Use").

When you browse, access or use this Site you accept, without limitation or qualification these Terms of Use. You agree not to attempt to or interrupt the operation of this Site in anyway. If you do not agree to these Terms of Use then do not use this Site. If you agree to these Terms of Use then Scorpion Bike Wheels grants you a personal, non-exclusive, non-transferable, limited privilege to enter, display and use this Site.

## **Ownership of Content**

The Site, and all material on the Site, including but not limited to images, text, graphics, software, computer code, user interfaces, visual interfaces, audio, and video (collectively, the "Content"), is owned, controlled or licensed by or to Scorpion Bike Wheels, and is protected by USA trademark, copyright and other international copyrights. Scorpion Bike Wheels is a registered trademark owned by Scorpion Bike Wheels.

This Site is for your personal use only. You may not sell, exchange, modify, upload, post, publicly display, translate, encode, distribute or transmit any Content you copy from this Site, for any business, commercial or public purpose, or to any other server, computer or website without Scorpion Bike Wheels express prior written consent.

You may download one (1) copy of the Content for personal or non-commercial use only. If you download and use any Content from the Site you may not remove any copyright or other notices that go with it.

## **Accounts, Passwords and Security**

In the event you are required to open an account with Scorpion Bike Wheels for a feature or service, you must complete the registration process by providing us with complete, current, and accurate information as prompted by the registration process. You will choose an e-mail address (username) and password along with providing personal information.

Maintaining the confidentiality of your account information is entirely your responsibility. Furthermore, you are entirely responsible for any and all activities, which occur under your account, including but not limited to, purchases, requests and submissions. In the event there is unauthorized use of your account, password or any other breach of security, it is your responsibility to report the problem to Scorpion Bike Wheels. Scorpion Bike Wheels will not be held accountable for any losses you incur in the event someone else uses your account or password with or without your knowledge. You however may be held liable for the losses incurred by Scorpion Bike Wheels or another party due to someone using your account or password. You may not use someone else's account or password at any time.

## **Products and Services**

Products and services offered on the Site and their prices may change without notice. The material on the Site with respect to products and services may be out of date. Scorpion Bike Wheels makes no commitment to update the materials on the Site with respect to such product and services. All products and services made available on this Site are void where prohibited.

Purchase of the products and services displayed on this Site may not be available for purchase from your country or locality at this time. Scorpion Bike Wheels reserves the right in its sole discretion to limit the availability of products and services to any person or geographical area. If you would like to inquire about products and services available in your country or locality please contact Scorpion Bike Wheels.

## **Links to Other Sites**

Scorpion Bike Wheels Site may contain links to other third party websites ("Link Sites") on the world wide web. Scorpion Bike Wheels provides these Link Sites solely as a convenience for our visitors, and is not responsible for the content of any Link Site linked to or from this Site. The presence of a link on this Site does not mean Scorpion Bike Wheels endorses, recommends or supports any of the content contained on Link Sites. Scorpion Bike Wheels disclaims all warranties, express or implied, as to the accuracy, reliability, legality, or validity of any content on any other website. It is required that you make you own independent judgment regarding your interaction with these Link Sites.

## **Other Terms, Conditions**

Additional terms and conditions (collectively, "Other Terms"), may apply to a specific portion or feature of this Site. If there is a conflict between these Terms of Use and the Other Terms posted for or applicable to a specific portion or feature of this Site, the later shall control with respect to your use of that specific portion or feature of this Site.

The Site is also governed by the following terms and they are incorporated herein by this reference. 1) Privacy Policy, 2) Sales and Refund, 3) Wheel Warranty Agreement, 4) Copyright Information. All of these policies may change from time to time without notice and are effective immediately once posted on the Site.

## **Privacy**

Scorpion Bike Wheels Privacy Policy located at [www.ScorpionBikeWheels.com/privacy.php](http://www.ScorpionBikeWheels.com/privacy.php) applies to the use of this Site.

## **Minors**

If you are under the age of legal majority where you legally resides you should ask permission of your parent or guardian before you; 1) e-mail the site or request Scorpion Bike Wheels to e-mail you something, 2) Buy anything online, and 3) send in any information.

## **Indemnity**

You agree to indemnify, defend, and hold Scorpion Bike Wheels and all its, officers, shareholders, employees, directors, information providers, licensors and licensees, and parent (collectively, "Indemnified Parties"), harmless from and against any and all liability, loss, claims or expenses (including attorneys' fees), incurred by the Indemnified Parties in connection with any claims arising out of any breach by you of these Terms of Use or the foregoing representations, warranties, and covenants. In Scorpion Bike Wheels defense of any claim you will cooperate as fully as reasonably required. Any matter otherwise subject to indemnification by you, Scorpion Bike Wheels reserves the right, at its own expense to assume the exclusive defense and control. You shall not in any event, without the written consent of Scorpion Bike Wheels settle any matter.

## **Disclaimer**

In your use of the Site, Scorpion Bike Wheels does not promise the Site or any content, function, service or feature will be uninterrupted, error-free, or that any defects will be corrected, or that specific results will be provided. Your use of this Site is at your own risk. All information on the Site is subject to change at any time without notice. The Site and its contents are provided on an "as-is" and "as-available" basis. The download of any files or data from the site may contain but not limited to viruses, be contaminated or have destructive features (collectively, "Viruses"). Scorpion Bike Wheels cannot ensure that any files taken from the Site are free of Viruses. To the fullest extent permissible by law, with regard to the content of this Site, Scorpion Bike Wheels makes no warranties or representations of any kind whatsoever for the non-infringement, accuracy, merchantability, fitness for a particular purpose of any content published on this Site or available through it. For the conduct, omissions, and acts of any third parties in connection with or related to the use of the Site and/or any services, Scorpion Bike Wheels disclaims any and all liability. With your use of this Site and any Link Sites you assume total responsibility. Stopping your use of the Site will be your sole remedy for dissatisfaction with the content of the Site. This limitation is part of the bargain between the parties.

## **Limitation of Liability**

Under no circumstances, will Scorpion Bike Wheels be liable to you, for any reason, for any direct, consequential, indirect, incidental, punitive or special damages related to the use of, errors or omissions in the functions or contents of, the inability to use the Site. In the event your State, Province or Territory does not allow the exclusion or limitation of consequential or incidental damages, Scorpion Bike Wheels in no event will be responsible for total liability (including but not limited to damages, loss, claims and cause of action) in excess of \$100.00 USD whether in contract or tort.

## **Scorpion Bike Wheels Right to Change These Terms of Use**

Scorpion Bike Wheels reserves the right to, modify, change, add or remove any of these Terms of Use without notice at any time and in Scorpion Bike Wheels absolute discretion. Changes made to the Terms of Use are effective immediately once posted on the Site. It is your responsibility to keep up to date by periodically checking these Terms of Use. Your continued use of the Site following the posting of changes means that you accept and agree to the changes.

## **General**

Scorpion Bike Wheels reserves the right to at any time, and without notice:

- perform routine or non-routine maintenance or other corrections by interrupting the operation of the Site,
- change, suspend, remove or terminate any portion of the Site, and
- modify, add or change any of the policies governing the Site.

## **Questions About Scorpion Bike Wheels Terms of Use**

If you have any questions or concerns regarding Scorpion Bike Wheels terms of use please do not hesitate to contact us. We will respond to your question as soon as possible.