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MARIOILTENORE.COM TERMS OF USE

Intro

Welcome to the MARIOILTENORE.COM website ("Site") and any services offered on or through the Site ("Services"). Please read the following MARIOILTENORE.COM ("us", "our", "we" or "MARIOILTENORE.COM") terms and conditions (the "Terms of Use") carefully before using the Site. By accessing the Site, you agree to be bound by these Terms of Use. We recommend that you keep a printed copy of these Terms of Use for future reference.

These Terms of Use and the information provided herein in no way override the terms and conditions of your purchase of any product or service except as specifically provided herein. We shall have the right at any time and without prior notice, at our sole discretion, to revise these Terms of Use or to impose new terms and conditions with respect to access to or use of the Site. Such revisions and additions shall be effective immediately upon posting the revised or additional terms and conditions. We will notify you of any material changes to these Terms of Use by posting a notice on the homepage of the Site for a reasonable period of time after such changes are made, email you notice of such changes to the email address used in an inquiry and by changing the "Last Updated" date at the top of this webpage. You are responsible for reviewing the Terms of Use periodically for any modification that may affect your rights or obligations. You agree that you shall be deemed to be apprised of and bound by any modification to these Terms of Use. Any access or use of the Site by you after revisions or additions to these Terms of Use shall constitute and be deemed to be your acceptance of such revisions or additions. Additionally, please read our Privacy Policy which also governs your use of this Site.

IN ADDITION, WHEN USING PARTICULAR SERVICES OR FEATURES, YOU SHALL BE SUBJECT TO ANY POSTED GUIDELINES OR POLICIES APPLICABLE TO SUCH SERVICES, FEATURES OR PURCHASES THAT MAY BE POSTED FROM TIME TO TIME. THE PRIVACY POLICY AND ALL SUCH GUIDELINES, WAIVERS OR POLICIES ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE.

A SPECIAL NOTE ABOUT CHILDREN: This Site is not designed or intended for use by children under 13, although the Site may offer children's services for purchase by adults. If you are under 18, you should use the Site only with involvement of a parent or guardian. Children under 13 may not submit any personally identifiable information to us, and if we discover that we have inadvertently gathered any such information from a child under 13, we will take appropriate steps to delete it immediately.

Trademarks & Copyright

All services, data, text, images, logos, photographs, advertisements, graphics, press releases, audio, video, documents, trademarks, copyrights and other information and content available on or through the Site ("**Content**"), is the property of MARIOILTENORE.COM or its licensors.

Unless otherwise noted all materials, including products, images, illustrations, designs, icons, photographs, sounds, video clips, written, and other materials that appear as part of this Site are copyrights, trademarks, trade dress and/or other forms of intellectual property owned, controlled, and/or used under license or with other legal authority by MARIOILTENORE.COM. The Site as a

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Except as expressly authorized by these Terms of Use or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the aforementioned copyright or trademark materials in any form or by any means, without the prior written authorization of MARIOILTENORE.COM or the respective copyright/trademark owner. Unless otherwise noted on the Site or through the Services, MARIOILTENORE.COM authorizes you only to view and keep these copyright and trademark materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original versions of said Content. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates MARIOILTENORE.COM's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Site.

You agree that you will not: (1) use the Content in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Content other than in accordance with the terms, conditions and restrictions herein; (2) take any other action that would jeopardize or impair MARIOILTENORE.COM's rights as owner of the Content or the legality and/or enforceability of the Content, including, challenging or opposing MARIOILTENORE.COM's ownership in the Content; (3) apply for trademark registration or renewal of trademark registration of any of the Content, any derivative of the Content, any combination of the Content and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Content; (4) use the Content on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

MARIOILTENORE.COM takes no responsibility and assumes no liability for anything sent to us through or posted on the Site, or for any loss or damage resulting therefrom, nor is MARIOILTENORE.COM liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity or profanity you may encounter when using the Site. Your use of the Site is at your own risk. In addition, these rules do not create any private right of action on the part of any third-party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules. MARIOILTENORE.COM reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in MARIOILTENORE.COM's sole discretion.

Content License. You are solely responsible for, and assume all liability regarding, any information and content you provide or otherwise make available on the Site or through your Account, including all text and images in comments or posts ("User Content"). You agree not to post any contact information such as your phone number and email address on any of the Communication Services. By making available any User Content on or through the Site, you (i) hereby grant to MARIOILTENORE.COM the right to use User Content as necessary to provide the Services, promote the Services and improve the Services, and (ii) waive any and all moral rights that you may have in and to User Content with respect to these uses. MARIOILTENORE.COM does not claim any ownership rights in any of User Content and nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit any of User Content.

By submitting any User Content, you grant us a perpetual, irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such User Content in connection with operating and providing the Services to you and other users, for marketing and internal research

purposes, and for external research purposes (for external research, any information will be provided in anonymized and aggregated form).

DMCA Notice

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our us with the following information in writing (see 17 U.S.C 512(c)(3) for further details):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interests.
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that your claim is infringing is located.
- Your address, telephone number, and email address.
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Errors and Inaccuracies

We attempt to be as accurate as possible; however, we do not warrant that all product descriptions, photographs, pricing or other information on the website is accurate, complete, current, or error-free. All weights and size dimensions are approximate. All features, content, specifications, products and prices of products and services described or depicted on the Site are subject to change at any time without notice. MARIOILTENORE.COM makes all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors.

We may make changes in information about price and availability without notice. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. If a product offered by us is not as described or pictured, your sole remedy is to return it in an unused condition, within thirty (30) days of receipt, for a refund. In the event of an error, whether on the Site, in an order confirmation, in processing an order, in delivering a product or otherwise, we reserve the right to correct such error and revise your order accordingly, or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund. In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, MARIOILTENORE.COM shall have the right to refuse or cancel any orders placed for product listed at the incorrect price.

Return Policy

NO REFUNDS ON PURCHASED AUDIO PRODUCTS. Please ensure you are selecting the correct product before finalizing any purchase.

Prohibited Uses

The Site may contain message boards, forums and/or other message or communication facilities designed to allow you to communicate with us or the internet community (collectively, "Communications Services"). You agree to use the Communication Services only to post, send and receive messages and content that is proper and related to the particular Communication Service.

Among other actions, you agree that you will not post, send, submit, publish, access or transmit in connection with this Site any material that:

- a) Violate these Terms of Use or any MARIOILTENORE.COM rules regarding use of the Services;
- b) Violate any law or regulation;
- c) Post, upload, or transmit any User Content that (i) is threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, false, misleading, deceptive, invasive, racist, or contains any type of offensively suggestive, inappropriate, or explicit language or confidential, non-public information about any third party; (ii) is threatening, vulgar, offensive, or pornographic; promotes or threatens violence or actions that are threatening to any person or entity; or contains nudity or graphic or gratuitous violence; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (v) infringes, misappropriates, or violates a third party's trademark, patent, trade secret, copyright, moral rights or other proprietary rights, or rights of publicity or privacy; or (vi) promotes illegal or harmful activities or substances;
- d) Advertise any product or service, including any engagement in multi-level marketing or "pyramid schemes" on the Services;
- e) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services
- f) Engage in any behavior that is abusive, harassing, indecent, profane, obscene, hateful or otherwise objectionable, including sexual misconduct;
- g) Stalk, harass, bully or harm another individual;
- h) Impersonate any person or entity or perform any other similar fraudulent activity;
- i) Harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Services, including e-mail addresses, without the express consent of such users or alter transmission data;
- j) Collect, distribute or gather personal or aggregate information, including Internet, e-mail or other electronic addresses, about other users;
- k) Use, display, mirror or frame the Services or any individual element within the Services, our name, any MARIOILTENORE.COM trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without our express written consent;
- l) Impersonate or misrepresent your affiliation with any person or entity;
- m) Engage in any activity or use any program that could disable, overburden, or impair the proper working or our set appearance of the Services, such as a denial-of-service attack, interference with page rendering, or using a program that interferes with other Services functionality;
- n) Use any means to scrape or crawl any webpages or Content contained in the Site (although MARIOILTENORE.COM may allow operators of public search engines to use spiders to index materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, and MARIOILTENORE.COM reserves the right to revoke these exceptions either generally or in specific cases);
- o) Attempt to circumvent any technological measure implemented by MARIOILTENORE.COM or any of MARIOILTENORE.COM's providers or any other third party (including another user) to protect the

- Site; to the extent permitted by applicable law, attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site; and
- p) Advocate, encourage, or assist any third party in doing any of the foregoing.

MARIOILTENORE.COM reserves the rights to monitor use of this Site to determine compliance with the Terms, as well as the right to remove or refuse any information for any reason.

MARIOILTENORE.COM reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

MARIOILTENORE.COM also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulations, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at its sole discretion.

Linked Third Party Sites

You may be able to link (through various methods including hyperlinks, advertisements, clickable images or words, banners and widgets) from this Site to third-party websites, applications and services, and third-party websites may link to the Site ("Linked Sites"). Linked Sites are not operated, controlled or maintained by us, and you acknowledge and agree that we have no responsibility for any information, content, advertising, products, services or other materials on any Linked Sites, and that links to Linked Sites do not constitute an endorsement, approval or sponsorship thereof. We disclaim all responsibility for any viruses or malicious code that may appear on any Linked Sites, for the accuracy of any of the information they provide and for any goods or services provided by or purchased from such Linked Sites. If you rely on any Linked Sites, you do so at your own risk and assume all resulting responsibilities and consequences. You should read the terms and conditions and privacy policies available on such Linked Sites.

Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools, "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

Non-Confidential Information

Except for information necessary to submit an inquiry, please do not post through the Communication Services or send to us any confidential or proprietary information through this Site. Any information, materials, suggestions, ideas or comments sent to us or posted through the Communication Services will be considered non-confidential, and by submitting it, you are giving us the absolute right to use, modify, reproduce, transmit, display and distribute it for any purpose whatsoever, with no payment or other compensation to you. However, we will not use your name unless we are required by law to identify the source of the materials, information, suggestions, ideas or comments, or unless we first obtain your permission. We shall have no obligation to display any submission, compensate you for submitting content, or respond to any submission. We retain the right, in our sole discretion and without prior notice, to remove, revise or refuse to post any user content for any reason or no reason.

Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include

orders placed by or under the same credit card, and/or orders that use the same billing address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Site.

Force Majeure

In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate these Terms of Use.

Events of force majeure are all circumstances external to our will and control that render the respect of our obligations and the provision of Services completely or partly impossible. Such events include, but are not limited to, strikes, fire, acts of God, pandemic, epidemic, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the Site. In the case of a force majeure event, you are responsible for filing claims with the proper third-party entities.

Limitation of Liability and Disclaimer

The following disclaimers are made on behalf of MARIOILTENORE.COM, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, managers, employees, agents, and members.

THE SITE AND ALL CONTENT OR SERVICES ON OR AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MARIOILTENORE.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FURTHER, MARIOILTENORE.COM MAKES NO WARRANTY THAT: (A) THE SITE, WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) OUR SERVICES WILL MEET YOUR SPECIFIC NEEDS OR (D) THE QUALITY OF THE SITE WILL MEET YOUR EXPECTATIONS. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, RELIANCE ON ANY PRODUCTS OR SERVICES AND ANY THIRD-PARTY SITE. MARIOILTENORE.COM SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SITE OR ANY THIRD-PARTY SITE.

ANY SERVICES OR MATERIAL PURCHASED OR DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

IF THE JURISDICTION YOU ARE IN DOES NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES, THEN SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN CERTAIN CIRCUMSTANCES.

IN NO EVENT WILL MARIOILTENORE.COM, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "MARIOILTENORE.COM" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY

INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SITE, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE, YOU OR YOUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification

You agree to defend, indemnify, and hold MARIOILTENORE.COM including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Site and participation in the Services, including: (1) your breach of these Terms of Use or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party as a result of your own interaction with such third party; (3) any use or activity related to the Services; (4) any participation in activities or events suggested on the Site; and (5) any other activities in connection with the Site. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Termination

To the fullest extent permitted by applicable law, MARIOILTENORE.COM reserves the right, without notice and in our sole discretion, to terminate your license to use the Site and to block or prevent your future access to and use of the Site, including where we reasonably consider that: (a) your use of the Site violates these Terms of Use or applicable law; (b) you fraudulently use or misuse the Site or Services; or (c) we are unable to continue providing the Site to you due to technical or legitimate business reasons. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with (i) the Site, (ii) any term of these Terms of Use, (iii) any policy or practice of MARIOILTENORE.COM in operating the Site, or (iv) any content or information transmitted through the Site, is to discontinue use of any and all parts of the Site.

Security

Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences and prosecute any user(s) who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- (a) Accessing data not intended for you or logging on to a server or account, which you are not authorized to access;
- (b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- (c) Attempting to interfere or interfering with the operation of the Site, our provision of services to any other visitors to the Site, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site; and
- (d) Forging any TCP/IP packet header or any part of the header information in any e-mail or transmission to the Site.

Geographical Use

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in all locations outside the United States of America. We currently allow individuals only to access, not purchase goods from, the Site globally, but you are required to maintain compliance with all local laws. Furthermore, we make no claims that the Site is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Arbitration

In the event of any dispute, controversy or claim between the parties hereto arising out of or relating to these Terms, the parties shall first seek to resolve the dispute in good faith through informal discussion. You agree that before initiating any dispute or arbitration proceeding, the parties will attempt to negotiate an informal resolution of any dispute.

If a resolution is not achieved through informal resolution, it will be settled by individual (not class or class-wide) binding arbitration administered by the American Arbitration Association (AAA) in accordance with the then current Commercial Financial Disputes Arbitration Rules, including any expedited procedures. A demand that a claim be submitted to arbitration may be made before the initiation of any legal proceeding or within ninety (90) days following the service of a complaint, third party complaint, cross-claim or counterclaim and if a party in a pending legal proceeding demands a claim to be submitted to arbitration, the party initiating the action will immediately dismiss the legal proceeding and file the claim in arbitration. Arbitration hearings will be held in the County of Los Angeles California. A single arbitrator will be appointed by the AAA and shall be a practicing attorney or retired judge having experience with and knowledge of online commerce law. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including attorneys' fees and expert witness fees. A judgment on the award may be entered by any court having jurisdiction. The parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in these Terms.

CLASS ACTION AND JURY TRIAL WAIVER. TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE ACTION (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. USER AGREES THAT, BY ENTERING INTO THESE TERMS, USER AND MARIOILTENORE.COM ARE EACH VOLUNTARILY AND IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Further, if the parties' dispute is resolved through arbitration, neither AAA nor the arbitrator may consolidate another person's claims with your claims or otherwise preside over any form of a representative or class proceeding for any purpose. If this specific provision is found to be unenforceable, then the entirety of this Section shall be null and void.

In any lawsuit in which (1) the complaint is filed as a class action or collective action; and (2) the civil court of competent jurisdiction in which the complaint was filed finds the Class Action Waiver is unenforceable (and such finding is confirmed by appellate review if review is sought), the Class Action Waiver shall be severable from these Terms and in such instances, the class action, collective action must be litigated in a civil court of competent jurisdiction

and not as a class or collective.

Governing Law and Jurisdiction

These Terms of Use, the Privacy Policy and any separate agreements whereby we provide you services shall be governed by the laws of the State of California. The parties agree exclusive jurisdiction shall be in Los Angeles County, California for any and all issues arising out of the Terms of Use or any related documents or transactions.

ELECTRONIC SIGNATURE AGREEMENT

By selecting the "I Accept" button, you are agreeing to sign these Terms of Use electronically. You agree your electronic signature is the legal equivalent of its manual signature on these Terms of Use. By selecting "I Accept" you consent to be legally bound by these Terms' terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide MARIOILTENORE.COM instructions electronically, or making any acceptance of any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (herein after referred to as "e-Signature"), acceptance and agreement as if actually signed by you in writing. You further agree that no certification authority or other third-party verification is necessary to validate your e-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your e-Signature or any resulting these Terms of Use between MARIOILTENORE.COM and yourself.

Miscellaneous

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use, the Privacy Policy and any other policies or operating rules posted by us on this Site or in respect to the Site constitutes the entire agreement and understanding between you and us and govern your use of the Site, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party. In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Site. You may not assign the Terms of Use or any of your rights or obligations under the Terms without our express written consent. The Terms of Use inure to the benefit of our successors, assigns and licensees. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.