



Website Terms of Use

Last Updated: September 18, 2015

This website is operated by Versah, LLC. “Website” means www.versah.com, <http://shop.versah.com/>, and any electronic newsletters we provide to you.

Throughout these Website Terms of Use (“Terms”), the terms “we,” “us” and “our” refer to Versah, LLC. Your use of the Website is conditioned on you accepting these Terms.

These Terms require the use of arbitration to resolve MOST disputes (rather than jury trials or class actions) and limit the remedies available to you in the event of a dispute. Please read these Terms carefully to ensure that you understand each provision before checking the box to agree to the Terms.

BY ACCESSING OR USING THE WEBSITE OR REGISTERING FOR AN ACCOUNT ON THE WEBSITE YOU AGREE TO THESE TERMS AND ACCEPT THEM IN FULL; IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE.

These Terms apply exclusively to your access to, and use of, the Website and do not alter in any way the terms and conditions of any other agreement(s) you may have with us, including any terms of sale. If you have entered into one or more agreements with us that are in effect when you use the Website, you acknowledge and agree that your use of the Website is governed, first, by those agreements, and second, these Terms.

We reserve the right, in our sole discretion, to change, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.

I. How to Contact Us

If you have any questions, comments, concerns, or you wish to report a violation (including violation of intellectual property rights), please contact us by writing us at:

Attn: Jon Schackelford
Counsel for Versah, LLC
180 West Michigan Ave., Suite 501
Jackson, MI 49201

Email: jshack@endurancelaw.com
With copy to: info@versah.com

You may not use contact information provided on the Website for unauthorized purposes, including solicitations and marketing.

2. Privacy Statement

Please review the Versah, LLC [Privacy Policy](#).

3. Use of Materials on the Website, Trademarks and Copyrights

You acknowledge and agree that all content on the Website (including, without limitation, text, images, user interfaces, visual interfaces, graphics, trademarks, logos, sounds, source code and computer code, including but not limited to the design, structure, selection, coordination, expression, 'look and feel' and arrangement thereof) is the exclusive property of and owned by us or our licensors and is protected by copyright, trademark, trade dress and various other intellectual property rights and unfair competition laws. These marks and copyrights may not be copied, imitated, or used, in whole or in part, without the express prior written permission from their respective owners, and then with the proper acknowledgments. Nothing on the Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Website without the owner's prior written permission, except as otherwise described in these Terms.

You may access, copy, download, and print the material (such as, for example, product descriptions, research reports, white papers, and similar materials) purposely made available by us for downloading for your personal, non-commercial use and for your business use in connection with a good faith evaluation of using our products for your business, provided you do not (i) modify or delete (including through selectively copying or printing material) any copyright, trademark, or other proprietary notice that appears on the material, and (ii) make any additional representations or warranties relating to such materials.

Any other use of content or material on the Website, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, encoding, transfer or sale of, or the creation of derivative works from, any material, information, software, documentation, products or Website obtained from the Website, or use of the Website is expressly prohibited.

We, our licensors or content providers, retain full and complete title to any and all materials provided on the Website, including any and all associated intellectual property rights.

As long as you comply with these Terms, we grant you a personal, non-exclusive, non-transferable, revocable, limited privilege to enter and use the Website. We reserve the right, without notice and in our sole discretion, to terminate your license to use the Website and to block or prevent future access to and use of the Website.

4. Submissions and Postings

To the extent that we allow submissions on the Website, you acknowledge that you shall be solely responsible for any text, software, graphics, photos, sounds, music, videos, audiovisual combinations, and other materials you may submit to the Website ("Submission"), including the copyright, legality, reliability, appropriateness, and originality of any such Submission.

You affirm, represent, and warrant (and we rely on your affirmation, representation, and warranty) that (i) you own or otherwise control all the rights or have sufficient rights to the Submission or that such items are known to you to be in the public domain; (ii) the Submission is accurate; (iii) use of the Submission does not violate any provision in these Terms or terms you may have agreed to with a third party, and will not cause injury to any person or entity; (iv) the Submission is not defamatory or otherwise libelous; (v) the Submission does not violate any law, statute, ordinance or regulation; and (vi) you will indemnify us for all claims resulting from the Submission, including arising from an action alleging infringement of copyright or other proprietary rights in such work.

We undertake no duty to determine the validity of any claim of copyright or trademark infringement. Upon receiving written notice that the Submission is believed to infringe a copyright or other proprietary right, we will remove said work.

By submitting the Submission, you hereby grant us and our affiliates an unrestricted, nonexclusive, worldwide, royalty-free, perpetual, irrevocable, transferrable and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display any and all Submission in connection with the Website and our business and services, throughout the world in any media formats and through any media channels now know or hereafter devised.

By submitting the Submission, you further agree that we may use without limitation and without any compensation to you any ideas, concepts, or know-how that you or individuals acting on your behalf submit to us and that we have no obligation to keep the Submission confidential. You grant us the right to use the name you submit in connection with such Submission. We retain any and all rights granted in these Terms in and to any Submission after termination, notwithstanding the reason for any such termination.

We have an absolute right to remove any material from the Website in our sole discretion at any time.

5. Conduct on the Website

Some features that are available on the Website may require registration. By registering at and in consideration of your use of the Website, you agree to provide true, accurate, current, and complete information about yourself. Some features on the Website may require use of a username and password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your username and password. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your username and password, or your access to the Website was compromised, you must immediately notify us using the means on the Contact page, with attention to our Security Officer. We may assume that any communications we receive under your username and password were made by you unless we receive written notice from you otherwise.

6. Prohibited Conduct

You hereby agree to not upload, distribute, or otherwise publish through the Website any content that (i) is unlawful, libelous, defamatory, obscene, pornographic, harassing, threatening, invasive of privacy or publicity rights, fraudulent, defamatory, abusive, inflammatory, or otherwise objectionable; (ii) is confidential, proprietary, incorrect, or infringing of any intellectual property rights; (iii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iv) may contain software viruses, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any Submission. You may not upload commercial content onto our Website.

You expressly agree to refrain from doing any of the following in connection with the Website: (1) use any device or other means intended to harvest information about other users, to damage or interfere with the proper working of the Website, or to surreptitiously intercept any system, data, or personal information from the Website; (2) transmit, install, upload or otherwise transfer any virus or other item or process to the Website that in any way affects the use, enjoyment or service of the Website, or any user's computer or other medium used to access the Website; (3) modify the information, including headers, found on the Website; (4) transmit, install, upload or otherwise transfer to the Website any unauthorized advertisement or communication; (5) engage in any action which we determine in our sole discretion is detrimental to the use and enjoyment of the Website; (6) use frames or framing techniques to enclose any portion of the Website; (7) use our name or trademarks and service marks as meta tags; (8) use any content or material from the Website in any meta tags or any other "hidden text" techniques or technologies; or (9) transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States.

7. Hyperlinks and Third Party Websites

The Website may contain links to other websites. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We are not responsible for the content of those or any other websites or any products or services that may be offered through those or any other websites and do not endorse such content, goods or services.

We have no control over third party websites and make no claim or representation regarding such websites. We accept no responsibility for, the quality, content, nature, or reliability of any websites accessible by hyperlink from the Website, or websites linking to the Website.

Different terms and conditions may apply to your use of any linked sites. We are not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites. Visitors to such third party websites should refer to such websites' respective privacy policies and terms and conditions. For example, as a convenience to you, we accept PayPal as a means of payment. PayPal maintains its own Privacy Policy addressing how it collects and stores your information.

8. Infringement Notice

We respect the intellectual property rights of others and request that you do the same. If you believe the your intellectual property rights or the intellectual property rights of a person on whose behalf you are authorized to act has been infringed, you may notify us in writing to the email address or mailing address provided in the How to Contact Us section above.

A notice regarding copyright infringement, to be effective, must be in writing, include your contact information, provided to our copyright agent, and include: (a) signature of a person authorized to act; (b) identification of the copyrighted work claimed to have been infringed; and (c) identification of the material that is claimed to be infringing including references to the location of the material on the Website.

9. DISCLAIMERS

a. Warranties

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE WEBSITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. Termination of your access or use will not waive or affect any other right or relief to which we may be entitled at law or in equity.

EXCEPT AS AND TO THE EXTENT THAT ANY EXECUTED AGREEMENT(S) WITH YOU AND US, IF ANY, MAY OTHERWISE EXPRESSLY PROVIDE, WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE WEBSITE ARE NON-INFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE WEBSITE WILL BE SECURE; THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE FREE FROM VIRUSES, ERRORS, OTHER MALICIOUS OR HARMFUL CODE, OR OTHER DEFECTS; THAT YOUR USE OF THE WEBSITE WILL NOT RESULT IN THE LOSS OF, OR DAMAGE TO, YOUR INFORMATION; OR THAT INFORMATION ON THE WEBSITE WILL BE COMPLETE, ACCURATE OR TIMELY.

In certain jurisdictions, the law may not permit the disclaimer of warranties, so the above disclaimer may not apply to you.

b Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SHAREHOLDERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS, SUPPLIERS, REPRESENTATIVES OR THIRD PARTY CONTENT PROVIDERS BE LIABLE TO YOU OR TO ANY OF YOUR EMPLOYEES, CONTRACTORS, SHAREHOLDERS, AFFILIATES, AGENTS, OR AUTHORIZED USERS FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST DATA, OR LOST OPPORTUNITIES, IN ANY WAY RELATING TO THESE

TERMS OR RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE WEBSITE; ANY OTHER WEBSITE YOU ACCESS THROUGH A LINK FROM THE WEBSITE; ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE WEBSITE; OR ANY BREACH OF SECURITY; INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHERWISE.

YOU ACKNOWLEDGE AND AGREE THAT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INJURY YOU ALLEGE TO HAVE SUFFERED ARISING FROM OR RELATED TO YOUR USE OF THE WEBSITE OR THESE TERMS IS TO DISCONTINUE YOUR USE OF THE WEBSITE.

10. Indemnification

You agree to indemnify, defend and hold harmless, at your sole expense, us and our affiliates and each of our officers, directors, employees, contractors, shareholders, agents, licensors, service providers, subcontractors, suppliers, representatives or third party content providers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees actually incurred, court costs, and government fees or fines arising or resulting from your use of the Website and any violation of these Terms. If you cause a technical disruption of the Website, you agree to be responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees actually incurred, court costs, and government fees or fines arising or resulting from that disruption. We will use reasonable efforts to provide you with prompt written notice of any indemnifiable claims and of all related claims. We reserve the right, at our own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to reasonably and in good faith cooperate with us in the defense of such matter.

11. Jurisdiction, Applicable Law, and Arbitration

Any dispute arising between us relating to the Website or these Terms shall be governed by Michigan law, excluding Michigan's conflict of laws rules. By accessing, using, or registering for the Website, you acknowledge that you have read, understood, and agreed to be bound by these Terms and by all applicable laws and regulations, including U.S. Export control laws and regulations.

Visitors who do not agree with these Terms should not access, use, post or register for the Website. By using the Website, you irrevocably agree that, to the fullest extent possible, Excepting disputes involving third parties or relating to intellectual property, disputes arising directly or indirectly under these Terms shall be resolved by binding arbitration before a single arbitrator under the Commercial Rules of the American Arbitration Association and the United States Arbitration Act, 9 U.S.C. §§1-16. You may submit the dispute to binding arbitration by providing written notice to us at the mailing address provided in the How to Contact Us section above. We may submit the dispute to binding arbitration by providing written notice to you at your last-known address (either physical or email). The arbitration will be conducted confidentially at the Detroit Regional Office of the American Arbitration Association or at a location selected by the arbitrator, and you agree to personal jurisdiction and hereby waive any rights to dispute the convenience of the forum. The arbitration award may include an award of legal fees and costs. The arbitrator's award will be final and non-appealable absent fraud or manifest error. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either Versah or you may pursue through litigation claims that also involve third parties who have not consented to arbitration, claims relating to intellectual property infringement, or claims for injunctive or other non-monetary relief. The venue for any such litigation shall be the Federal District Court for the Eastern District of Michigan, or if that court lacks jurisdiction over the dispute, the State Circuit Court for Jackson County, Michigan, and you agree to personal jurisdiction and hereby waive any rights to dispute the convenience of the forum.

While we recognize that it is possible for you to obtain access to the Website from any jurisdiction in the world, and we have no practical ability to prevent such access, we provide the Website for use only by persons located within the United States. We make no representation that products, Website, or material described in the Website are appropriate or available for use in locations outside the United States or all territories within the United States. Those who choose to access the Website from other locations do so at their own risk. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

12. Changes to These Terms of Use

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time, by posting revised terms on the Website. It is your responsibility to check periodically for any changes we make to these Terms. Your continued use of the Website after any changes to the Terms or other policies means you accept the changes.

We reserve the right, but not the obligation, to change any and all materials and content contained on the Website at any time without notice.

13. Admissibility

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to use of the Website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14. Severability, Waiver, Third Party Beneficiary

Our failure to exercise or enforce any right or provision of these Terms does not mean that we are giving up any rights that we may have, such as taking action in the future. If any provision of these Terms is unlawful, void, or unenforceable, for any reason, the remaining provisions will remain in full force and effect to the fullest extent of the law. These terms control the relationship between Versah and you and do not create any third party beneficiary rights.