

SafKan, Inc.

Terms of Service

Last updated: 8/8/2016

This website is operated by SafKan, Inc. SafKan offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here:

The following terminology applies to these Terms of Service and Privacy Policy: "Client", "You and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to SafKan, Inc. "Party", "Parties", or "Us", refers to the Client and ourselves, or either the Client or ourselves.

By visiting our site and/or paying for our service, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any of our services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1.) ONLINE WEBSITE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our website for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to any intellectual property laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your account on our website.

2.) GENERAL CONDITIONS

We reserve the right to refuse doing business with anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

3.) ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

4.) MODIFICATIONS TO THE PRODUCT/SERVICE AND PRICES

Prices for our Products and Services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Products or Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Products or Service.

5.) PRODUCTS AND SERVICES

SafKan's Products and Services are currently available exclusively online through its website. These Products may be subject to a refund based on our Warranty Policy.

We reserve the right, but are not obligated, to limit our Products and Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the Products and Services that we offer. All descriptions of Product and Service pricing are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any Product or Service at any time. Any offer for any Product or Service made on this site is void where prohibited.

We do not warrant that the quality of any Product or Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

6.) ACCURACY OF BILLING AND ACCOUNT INFORMATION

SafKan reserves the right to refuse any order you place with us. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our website. You agree to promptly update your account and other information, including your e-mail address, credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

7.) THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on our website may direct you to third-party websites that are not affiliated with SafKan. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party

8.) USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at SafKan's request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials,

whether online, by e-mail, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments, posted anywhere on the Company's website, will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

9.) PERSONAL INFORMATION

Your submission of personal information through SafKan's website is governed by our Privacy Policy listed below.

10.) USER ACCOUNT ACCESS

You must complete SafKan's registration process in order to use the services or purchase any products. You must provide us with current, complete, and accurate information as prompted by the applicable registration form. You shall be responsible for the accuracy of the data provided and may update your profile data in order to reflect the most accurate current information.

You are entirely responsible for maintaining the confidentiality of your account and for any and all activities that occur under your account.

You agree to notify SafKan immediately of any unauthorized use of your account or any other breach of security. SafKan will not be liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge. However, you could be held liable for losses incurred by SafKan or another party due to someone else using your account.

11.) OWNERSHIP OF CONTENT

SafKan owns all data, content, and information submitted by you on its website. You waive any claim of ownership to data, except for personal identifying information, submitted on SafKan's website.

12.) ORDER

Most of the information collected in the Account registration process will be used to process orders. During the order process, you will have to provide financial information such as your credit/debit card number, expiration date, CVV code, payee name, and billing address.

This information is used for billing purposes and to fulfill your order. To properly process your credit/debit card information, we must share your personal and financial information with the merchant bank for authorization and approval. This process is protected by an enhanced security system. We do not share your personal and financial information with any third parties, except those specified in our Privacy Policy.

When you attempt a transaction on our website, the card processor verifies available funds by placing a hold, or pending charge, on the amount of the intended transaction against your card. The card processor then confirms the accuracy of your remaining information (e.g., your address, CVV Code, expiration date, etc.) before processing the transaction. If you enter an incorrect address or other associated detail, then the transaction is declined. This is NOT a situation unique with this website, but it is how virtually all online transactions are handled. Typically it takes the card issuing bank 2-5 days to clear associated pending charges resulting from failed/declined attempts.

We charge for each successful transaction attempt and provide a confirmation of such on our website and send a confirmation e-mail to the registered e-mail address upon each successful transaction on our website.

13.) REFUNDS

Except as otherwise provided in this agreement or at the sole discretion of SafKan, no refunds, cancellations, or changes to service purchased will be allowed. SafKan reserves the right to refuse a refund if the user is found to be in violation of Terms and Conditions or acting against the Company's interest.

14.) EXPORT RESTRICTION ON INTERNATIONAL SALES

In accordance with current U.S. export restrictions, SafKan's website may be used and its services and product purchased by individuals throughout the world, except those in those countries where the U.S. has imposed embargo restrictions. Please refer to the Office of Foreign Assets Control (OFAC) website for a complete list of the embargoed countries.

15.) ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, promotions, offers, times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website or mobile app, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

16.) PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the SafKan site or its content:

- (a) For any unlawful purpose;
- (b) To solicit others to perform or participate in any unlawful acts;
- (c) To violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) To infringe upon or violate SafKan's intellectual property rights or the intellectual property rights of others;
- (e) To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) To submit false or misleading information;
- (g) To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites or apps, or the Internet;
- (h) To collect or track the personal information of others;
- (i) To spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) For any obscene or immoral purpose; or
- (k) To interfere with or circumvent the security features of the Service or any related website or mobile app, other websites or mobile apps, or the Internet. We reserve the right to terminate your account with SafKan for violating any of the prohibited uses.

17.) POSTINGS

SafKan is under no obligation to review any messages, information, or content ("Postings") posted on the site by users, and assumes no responsibility or liability relating to any such postings. Notwithstanding the above, SafKan may from time to time monitor the postings on the site and may decline to accept and/or remove any postings

1. Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including, but not limited to any material which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law
2. Advertisements or solicitations of any kind
3. Messages posted by users impersonating others
4. Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, or employer references
5. Messages by any unauthorized person purporting to speak on behalf of SafKan
6. Messages that offer unauthorized download of any copyrighted or private information. Multiple messages placed within individual folders by the same user restating the same point
7. Chain letters of any kind

18.) DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

SafKan does not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. All services and products delivered to you through the Company are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall SafKan, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services or products procured through SafKan, or for any other claim related in any way to your use of SafKan's service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

19.) INDEMNIFICATION

You agree to indemnify, defend and hold harmless SafKan and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

20.) SEVERABILITY

In the event that any provision of these Terms of Service 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 Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

21.) TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or SafKan. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you close your account on our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

22.) WAIVER

SafKan's failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

23.) ENTIRE AGREEMENT

These Terms of Service and any policies or operating rules posted by us on SafKan's website constitutes the entire agreement and understanding between you and us and governs your use of the Service, 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 Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

24.) GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of Washington.

25.) CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

SafKan reserves the right, at its sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

26.) CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@safkanhealth.com.