INTRODUCTION

These Terms of Service and any other terms referred to in these terms, such as terms provided in the Return Policy and Warranty Policy ("Terms"), apply between you and Sellmark Corporation DBA Sellmark, a Texas corporation whose principal place of business is at 2201 Heritage Parkway, Mansfield, TX 76063, United States (herein referred to as “Sellmark” or "We"), when you purchase products and/or accessories or use services provided by the sellmark.net website through Sellmark e-commerce systems Sellmark Nexus or Google Store (The Sellmark website http://sellmark.net, Sellmark Corporation’s enterprise system http://sellmarknexus.com, and the Sellmark merchant account at http://store.google.com is a group of online services herein referreded to as “sellmark.net”).

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By visiting our site and/ or purchasing something from us, 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 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 store 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.
GENERAL CONDITIONS

We reserve the right to refuse service to 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.

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We have made every effort to display as accurately as possible the colors and images of our products that appear at
the store. We cannot guarantee that your computer monitor’s display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or 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 quantities
of any products or services that we offer. All descriptions of products or product pricing are subject to change at any
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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, where available by law. 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 website (including, the release of new tools
and resources). Such new features and/or services shall also be subject to these Terms of Service.

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This Sellmark website collects no personally identifying information about individuals except when specifically and knowingly provided by such individuals. Sellmark will not release any of said information about you without your permission, unless permitted or required by law. Sellmark gathers two types of information about people who visit our site: data you provide through optional, voluntary contact request forms; and aggregated tracking information such as IP address and home server information.
To enable us to continually improve on the content we offer our users, as well as for systems administration purposes, we collect aggregate information site-wide. This gives us an idea of which parts of our website users are visiting. We do not link IP addresses to anything personally identifiable, which means a user's session will be tracked, but the user will be anonymous.

INFORMATION COLLECTION AND USE

Sellmark routinely gathers data on website activity, such as information about website visitors, to improve the caliber of online information and services offered. There are two forms of data that Sellmark collects: website visitorship data and personal information voluntarily provided to us by website visitors.

WEBSITE VISITORSHIP DATA IS:

1. Collected on an aggregate, anonymous basis, which means no personal information is associated with this data;

2. Gathered through the use of Web server logs and cookies. A Web server log is a file where website activity is stored. A cookie is a small piece of information that a website sends to a visitor's computer, which is stored on his or her hard drive. Sellmark uses cookies to track repeat visits to its website. Although Sellmark assigns a cookie to a visitor's computer, the company does not know who that visitor is unless that person specifically tells us; and

3. Shared among Sellmark business units to improve website content and overall service.

SUBMISSIONS

Sellmark welcomes your comments regarding our website. While we do value your feedback, we ask that you not submit to us any suggestions, materials, ideas or creative concepts for new, modified or different products or services via this website. Sellmark requests this in order to avoid confusion in the future regarding the origin of the concept, product or service.

If, despite our request that you not send us any creative materials, you in fact send us creative suggestions, ideas, concepts or other information (collectively, the Information), such Information shall be deemed by Sellmark to be, and shall remain, the property of Sellmark. None of the Information shall be subject to any obligation of confidence on the part of Sellmark and Sellmark shall not be liable for any use or disclosure of any Information. Without limiting the foregoing, Sellmark shall exclusively own all rights to the Information of every kind and nature and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Information.

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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.

You agree that your comments 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 Service related to the Product purchased 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.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. See Privacy Policy above and the Terms of Service for the website used for details.

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Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit 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 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, should be taken to indicate that all information on any related website has been modified or updated.

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In addition to other prohibitions as set forth in the Terms, you are prohibited from using our site or Product or accessories or content or promotional material for: (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 our 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 sellmark.net or of any related website, other websites, or the Internet;
(h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j)
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APPLICABLE LAW, THE Sellmark PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE DEVICE
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Parkway, Mansfield, TX, 76063, United States.

CHANGES TO THE TERMS
The Terms in effect at the time you place an order for the Product will apply to such order and Product. Sellmark
reserves the right to make changes to these Terms from time to time, and any such changes will apply to future
orders.

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 are effective unless and until terminated by either you or us. You may terminate these Terms at any
time by notifying us that you no longer wish to use our Services, or when you cease use, sale, or distribution of our
products, Products, accessories, and sites, or immediately upon misuse of services, such as malicious attempts to
misuse, destroy, disturb, interrupt and/or hack our service sites, forcing us to block use of services required to fulfill
our end of our obligation.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these
Terms, 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).

EVENTS BEYOND REASONABLE CONTROL
Neither party will be responsible for any delay or failure to comply with these Terms if the delay or failure arises from any cause which is beyond its reasonable control.

NO WAIVER
If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

INDEMNIFICATION
You agree to indemnify, defend and hold harmless Sellmark and our parent, subsidiaries, 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 or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY
If it turns out that a particular term is not enforceable, this will not affect any other terms. In the event that any provision of these Terms 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, such determination shall not affect the validity and enforceability of any other remaining provisions.

ENTIRE AGREEMENT
The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

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

CONTACT INFORMATION
Phone: 1 (817) 225-0310
Fax: 1 (817) 394-1628
Business Hours: Mon. - Fri. 8:00am - 5:00pm CST
Address:
2201 Heritage Parkway
Mansfield, TX 76063
Questions about these Terms can be sent to info@sellmark.net

EFFECTIVE DATE: September 7th, 2016