

Terms and Conditions

Last Updated: 10/15/2024

Welcome to MySafegress.com (“we,” “our,” or “us”). These Terms and Conditions (“Terms”) govern your use of our websites www.mysafegress.com and www.suburbansuppliesinc.com (the “Sites”), any services provided through the Site, and any related interactions you have with us.

By accessing or using the Sites, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please refrain from using these Sites.

1. Acceptance of Terms

By using our Sites, you affirm that you are at least 18 years old or, if you are under 18, that you are using the Sites with the consent of a parent or guardian. If you are using the Sites on behalf of a company or organization, you affirm that you have the authority to bind that entity to these Terms.

2. Use of the Site

You agree to use the Sites only for lawful purposes and in accordance with these Terms. Specifically, you agree not to:

- Violate any applicable laws or regulations.
- Use the Site for any fraudulent or malicious activity.
- Attempt to gain unauthorized access to any portion of the Sites or any related systems.
- Transmit any harmful, disruptive, or illegal material (e.g., viruses, malware).
- Engage in any activity that interferes with the proper functioning of the Sites.

We reserve the right to terminate your access to the Sites without notice if we believe, in our sole discretion, that you have violated any of these Terms.

3. Account Registration

To access certain features of our Sites, you may be required to create an account. You agree to provide accurate, complete, and up-to-date information during registration and to keep this information current. You are responsible for maintaining the confidentiality of your account login information and for any activities that occur under your account. You must immediately notify us of any unauthorized use of your account.

4. Products and Services

We may offer products and services for sale through our Sites. All purchases made through the Sites are governed by these Terms as well as any additional terms provided at the point of sale.

Pricing and Availability

- All prices on the Sites are listed in USD, unless otherwise indicated. Prices are subject to change without notice.
- We strive to ensure that product descriptions and prices are accurate, but errors may occur. If we discover an error in the pricing of any item you have ordered, we will inform you as soon as possible and give you the option to reconfirm your order at the correct price or cancel it.

Payments

- You agree to provide current, complete, and accurate billing information when making a purchase. Payments are processed through secure third-party payment gateways, and we do not store your payment information.

Order Cancellation

- We reserve the right to refuse or cancel any order for any reason, including limitations on product availability or errors in pricing or product information.

5. Intellectual Property

All content on the Sites, including text, graphics, logos, images, software, and other material, is owned by or licensed to us and is protected by intellectual property laws. You may not reproduce, distribute, modify, or create derivative works of any content from the Site without our express written permission.

You are granted a limited, non-exclusive, non-transferable license to access and use the Sites for personal, non-commercial purposes only. This license does not grant you any ownership rights in the Site's content.

6. User-Generated Content

If you submit or post any content to our Sites (e.g., reviews, comments, suggestions), you grant us a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, and distribute such content for any purpose, including for promotional purposes. You represent and warrant that any content you submit is accurate, not misleading, and does not violate any third-party rights.

We reserve the right to remove any user-generated content that violates these Terms or is otherwise inappropriate.

7. Third-Party Links

Our Sites may contain links to third-party websites or services that are not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of any third-party websites. You acknowledge and agree that we are not liable for any damages or losses caused by your use of third-party websites.

8. Disclaimer of Warranties

The Sites and all content, products, and services provided through the Sites are offered "as is" and "as available" without any warranties of any kind, either express or implied. We make no representations or warranties regarding the accuracy, reliability, or availability of the Sites or its content.

To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Limitation of Liability

To the maximum extent permitted by law, we are not liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Sites or any products or services purchased through the Sites, even if we have been advised of the possibility of such damages.

Our total liability to you for any claims arising from your use of the Sites or these Terms will not exceed the greater of (a) the amount you paid for products or services in the 6 months preceding the claim or (b) \$100.

10. Indemnification

You agree to indemnify, defend, and hold harmless MySafegress and Suburban Supplies Inc, its affiliates, directors, officers, employees, and agents from any claims, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of your use of the Sites, your violation of these Terms, or your violation of any rights of a third party.

11. Governing Law

These Terms are governed by and construed in accordance with the laws of The State of New Jersey, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in Manchester, NJ and its immediate

surrounding area (within 5 miles) for any disputes arising out of or related to these Terms or your use of the Sites.

12. Changes to These Terms

We reserve the right to modify or update these Terms at any time. When we make changes, we will update the "Last Updated" date at the top of this page. Your continued use of the Sites after any changes constitutes your acceptance of the revised Terms.

13. Termination

We may terminate or suspend your access to the Sites at any time, with or without cause or notice. Upon termination, all rights granted to you under these Terms will cease immediately.

14. Contact Information

If you have any questions about these Terms, please contact us at:

MySafegress

2242 Ridgeway Rd, Manchester, NJ 08015

Email: office@mysafegress.com

Phone: 732-908-4784

By using the Sites, you acknowledge that you have read and understood these Terms and agree to be bound by them.