

## Disclaimer

Contributed by  
Last Updated Tuesday, 03 April 2007

\*Read the following in its entirety, before purchasing and/or using any information contained on our Site.

Pursuant to U.S. State & Federal Laws Legal Information: Terms and Conditions

This site (the "Site") is owned and operated by Body Marks. Your access and use of the Site is subject to the following terms and conditions ("Terms and Conditions") on this page, and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms and Conditions. If you do not agree with any of the below Terms and Conditions, do not use the Site and do not register for services. Body Marks reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms and Conditions at any time and by using our Site, you agree to be bound by such modifications, alterations or updates. Copyrights and Trademarks

The documents and information on the Site are copyrighted materials of Body Marks. Copyright information contained on this domain may not be reproduced, distributed or copied publicly in any way, including Internet, e-mail, newsgroups, or reprinting. Any violator will be subject to the maximum fine and penalty imposed by law. Any violators will be pursued and punished to the fullest extent of the law. No claim of copyright is made on any 3rd party software, websites, images or text that may be referenced in our product(s) and or website. By viewing and/or purchasing the products on our website, you agree to bound by these copyright & trademark terms. Limitation of Liability

Information, Products, and or any photograph available for download on this site is provided "As is", without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Our company's entire liability, and any customer's exclusive remedy, shall be a refund of the price paid.

Though we strive for accuracy, information on the Site may contain inadvertent technical inaccuracies or typographical errors. Information may be changed or updated without notice. Body Marks may also make improvements and/or changes in the products and/or the products/offers described in this information at any time without notice.

Body Marks makes no representations whatsoever about any hyperlinked third-party sites which you may access through our Site or product. These 3rd party sites are not created or maintained by Body Marks. They are independent from Body Marks, and Body Marks has no control over the content on those sites. Moreover, Body Marks does not endorse or accept any responsibility for the content, or the use, of such sites. While we have no information about the presence of such dangers on 3rd party sites, you should take the necessary precautions to protect yourself and your systems from viruses, worms, Trojan horses, spyware, adware, and other items of a destructive nature.

In no event will Body Marks or it's owner be liable to you or any other third party for any direct, indirect, special or other consequential damages for any use of this Site or our product(s), including, without limitation, any lost profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages. Jurisdiction and Choice of Law

Body Marks does not make any representation that materials in the site are deemed appropriate or available for use in other locations or by minors. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Those minors who choose to access the site and view adult and or explicit material do so on his or her own free will, which Body Marks shall not be held responsible.

These Terms and Conditions shall be governed by, construed and enforced in accordance with the laws of the State of California, as it is applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or Body Marks brings to enforce these Terms and Conditions or, in connection with, any matters related to this site shall be brought only in either the State or Federal Courts located in San Diego County, CA, and you expressly consent to the jurisdiction of said courts. Other

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.