TERMS OF USE | IMEX Wholesale Distribution

Description

We are Imex Leader, Inc. (the â??Websiteâ?•). By using this Website, whether or not you register as a user (â??Registered Userâ?•), you are agreeing to be legally bound by these Terms of Use (the â??Agreementâ?•), just as if you had signed this Agreement.

Use of the Website is also governed by our Privacy Policy, which is part of this Agreement and incorporated by reference.

If you do not agree to this Agreement, please do not use the Website and do not register to be a Registered User. We reserve the right, at our discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check these terms periodically for changes. Your continued use of this Website following the posting of changes to this Agreement means you accept those changes.

default watermark

If you do not comply with the terms and conditions of this Agreement at any time, we may pursue any and all available remedies, including but not limited to suspension or termination of your registration and/or access to the Website or any service or feature, at our sole discretion.

LEGAL NAME AND ADDRESS DISCLOSURE

Imex Leader, Inc.

17975 Sky Park Circle, Bldg. 41-G

Irvine, CA 92614 to 369 W Grove Ave, Orange, CA 92865

Customer Service Department

e-mail: imex@imexleader.com

You may receive this information at your e-mail address by sending an e-mail to our Customer Service Department at the e-mail address shown above. Please state in your e-mail that you are requesting our name and address information and be sure to include a valid reply e-mail address. We are not responsible if our e-mails to you â??bounce backâ?• because you did not provide a valid reply e-mail address.

ELIGIBILITY

You must be 18 years old or older to register as a Registered User or to use the Website. Use of this Website is void where prohibited. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to comply with all of the terms and conditions of this Agreement.

REGISTRATION

If you choose to register to use the Website, you agree to provide true, accurate, current, and complete information about yourself in the registration process, and to maintain and promptly update your information to keep it accurate. If you provide any information that is untrue, inaccurate, or incomplete, or if we have reasonable grounds to suspect that you have done so, or for any other reason, we have the right to suspend or terminate your account and disable any and all current or future use of the Website or any service or feature.

TERM

This Agreement will remain in full force and effect while you use the Website and/or are a Registered User.

You may terminate your registration as a Registered User at any time, for any reason, upon our receipt of your written or e-mail request for termination.

default watermark

We may suspend or terminate your registration and/or access to the Website or any service or feature, at our sole discretion, at any time, for any reason. We may disable your password and/or remove and discard any content uploaded, posted, or otherwise displayed on the Website, at our sole discretion, for any reason, including but not limited to lack of use or any violation of this Agreement.

We may also, at our sole discretion, at any time, discontinue or change the Website or any service or feature, at our sole discretion and without prior notice or liability.

You agree that any termination of your access to the Website or any service or feature, under any provision of this Agreement may be effected without prior notice. You acknowledge and agree that we may immediately deactivate or delete your registration and all related information and files or prevent any further access to such materials or the Website or any service or feature. Further, you agree that we shall not be liable to you or any third party for any such action.

PAYMENTS

We charge fees for various services as indicated on the Website. We may change our fees from time to time. Any change will be effective as soon as we post it on the Website. In the event we introduce a new service or feature, the fees for that service or feature are effective at launch. All fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using the Website and all applicable taxes.

AUTOMATIC RENEWALS

When you purchase our services, your account will be configured for automatic renewals. You will be asked to select a billing cycle for automatic renewals, for example, one month, three months, or six months. Your account will automatically renew on the first day of the next billing cycle, and your credit card will be billed automatically for the full price of that billing cycle. You will continue to renew

automatically for subsequent billing cycles, and your credit card will continue to be billed automatically for subsequent billing cycles, unless and until you cancel automatic renewal at least seven (7) days before the end of a billing cycle.

You may cancel automatic renewal only by logging to your account and following our cancellation procedure described in your account pages. If you cancel automatic renewal, your account will expire at the end of the billing cycle in which the cancellation request was received. We will not bill you for continued service when your account expires, and it will be your responsibility to renew your account if you desire continued service.

REFUND AND CHARGEBACK POLICY

All sales are final. There are no refunds for automatic renewal charges, even if you forgot to cancel on time, and even if you did not properly follow our cancellation procedure described in your account pages. You have no right to any refunds. It is your responsibility to notify us of cancellation on time, and to follow our cancellation procedure properly, so that we have sufficient time to delete your account from the system and to notify our payment processor to cancel the automatic billing of your credit card, among other reasons.

default watermark

We have a â??zero toleranceâ?• policy for fraudulent chargebacks. A â??chargebackâ?• is a refund that you request from your bank or credit card issuer for charges made by us to your credit card account. If you order a service from this Website, then attempt to do a chargeback, you will be immediately terminated as a Registered User and you will have no authorization to access this Website for any reason. Chargebacks by your bank or credit card issuer will be disputed and reversed with electronic proof of use of our services. An additional $25 reversal fee will be billed to your credit card upon reversal of the chargeback. Fraudulent chargebacks may be turned over to a law enforcement or collection agency.

OWNERSHIP OF RIGHTS

We own and retain all proprietary rights in the Website and all content on the Website, including but not limited to all information, messages, software, photos, video, text, graphics, music, sounds, or other material on the Website. You acknowledge and agree that all content on the Website is protected by copyrights, patents, trademarks, trade secrets, and/or other proprietary rights, and that these rights are valid and protected in all media, technologies, and other formats now existing or later developed, throughout the universe.

We own the copyright in all content that we create and display on this Website. As for content created by Registered Users and by others displayed on this Website, all such content on the Website is copyrighted as a collective work under U.S. copyright law, and we own the copyright in the selection, coordination, arrangement, and enhancement of all such content. All rights reserved.

Our name and logo are our trademarks. All other trademarks appearing on the Website are trademarks of their respective owners.

You may not copy, post, distribute, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or exploit in any other way any of the copyrighted material, trademarks, or other proprietary information on this Website, in whole or in part, without obtaining the prior written consent of us or any other owner of such rights, except that you may download one copy of the materials on any single computer for authorized use only, provided you keep intact all copyright and other proprietary notices. All other uses of the copyrighted materials, trademarks, or other proprietary information on this Website, including but not limited to use or display on any other website or computer network, is strictly prohibited.

Without limiting the foregoing, if you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please follow the reporting procedure described at the end of this Agreement.

You acknowledge and agree that all content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such content originated. We do not control all of the content posted via the Website and, as such, do not guarantee the accuracy, integrity, or quality of such content. Under no circumstances will we be liable in any way for content that we did not create, 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 such content.

default watermark

The Website may provide, or third parties may provide, links to other websites on the Internet. Because we have no control over such other websites, you acknowledge and agree that we are not responsible for the availability of such websites and that we do not endorse, and that we are not responsible or liable for any content, advertising, products, or other materials on or available from such websites. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or links.

POSTED CONTENT AND SUBMISSIONS

If you upload, post, e-mail, or otherwise transmit any content, including but not limited to information, messages, software, photos, video, text, graphics, music, sounds, or other material, to us or anyone else via the Website, or if you send us suggestions, ideas, notes, drawings, or other information, all such information and content shall be deemed, and shall remain, our property. None of the information and content shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any such information or content. Without limitation of the foregoing, we shall exclusively own all rights to all such information and content, in all media, technologies, and other formats, whether now in existence or later developed, of every kind and nature throughout the universe, and shall be entitled to unrestricted use of the Posted Content and Submissions for any purpose whatsoever, commercial or otherwise, without compensation to you or any other provider or owner of the Posted Content and Submissions.

You are solely responsible for all content and information that you upload, post, e-mail, or otherwise transmit via the Website. You understand and agree that we may review and delete any content or information that in our sole judgment may violate this Agreement, or that might be offensive or illegal, or that might violate the rights, harm, or threaten the safety of other persons, or for any other reason.

By uploading, posting, e-mailing, or otherwise transmitting any content or information to us or anyone else via the Website, you automatically grant us, and you represent and warrant that you have the right to grant us, an irrevocable, perpetual, non-exclusive, fully paid, royalty-free, worldwide license to use, copy, perform, display, distribute, reproduce, modify, adapt, publish, translate, and otherwise exploit such information and content and to create derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You also waive any and all â??moral rightsâ?• in all such information and content.

By uploading, posting, e-mailing, or otherwise transmitting any content or information to us or anyone else via the Website, you consent to our use of your name, photograph, and/or likeness, address, voice, and statements made by or attributed to you, in perpetuity, in all media, technologies, and other formats, whether now in existence or later developed (including but not limited to print, broadcast, and Internet), for all business purposes, such as advertising and promotional activities, without additional compensation, notice, or approval, unless prohibited by law.

We reserve the right to monitor some, all, or no areas of the Website or communications routed via the Website for adherence to these or other rules that may be published from time to time. You acknowledge that by providing you with the ability to distribute your content, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any content or activities in connection with the Website.

default watermark

Additionally, you are solely responsible for any and all activities that occur using your password, including but not limited to unauthorized use by any other person. You are solely responsible for maintaining the confidentiality of your password. You agree to notify us immediately of any unauthorized use of your password or any other breach of security known to you.

RESTRICTIONS ON USE

You agree not to use the Website for any of the following:

- You will not post, publish, or display in any public area of the Website any telephone numbers, street addresses, last names, URLs, or e-mail addresses of any person or entity other than you or, if authorized, your company or business.
- You will not promote racism, bigotry, hatred, or physical harm of any kind against any group or individual.
- You will not upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or libelous, or invades another personâ??s privacy.
- You will not stalk, harass, or advocate harassment of another person.
- You will not harm or threaten harm to minors in any way.
- You will not upload, post, e-mail or otherwise transmit any material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18.
- Your information and your activities on the Website shall not violate any law, statute, ordinance or regulation (including but not limited to those governing securities regulation, inside information, export control, consumer protection, unfair competition, anti-discrimination, or false advertising).
- Your activities on the Website shall not be false, fraudulent, inaccurate, or misleading.

- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted via the Website, including but not limited e-mail services we provide.
- You will not upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any person or entity.
- You will not upload, post, e-mail or otherwise transmit any material that promotes illegal or unauthorized copying of another personâ??s copyrighted work, including but not limited to providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files.
- You will not upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
- You will not upload, post, e-mail or otherwise transmit any material that contains restricted or password only access pages, or hidden pages or images.
- You will not solicit passwords or personal identifying information for commercial or unlawful purposes from other users.
- You will not collect usernames and/or e-mail addresses by electronic, automated, or other means for the purpose of sending unsolicited e-mail or any other purpose.
- You will not collect or store personal data about other persons.
- You will not use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other person without their prior explicit consent.
- You will not upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- You will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission.
- Your information and your activities on the Website shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- You will not interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website.
- You will not take any action that imposes (as determined by us in our sole discretion) an unreasonable load or a disproportionately large load on the Website or any service or feature or any network connected to the Website.
- You will not access the Website using repeated high speed requests.
- You will not interfere or attempt to interfere with the proper working of the Website or any service or feature of the Website.
- You will not upload, post, e-mail or otherwise transmit any instructional information about illegal activities, including but not limited to making or buying illegal weapons, violating someoneâ??s privacy, or providing or creating computer viruses.

default watermark

- Your information and your activities on the Website shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other vendors or contractors.
- You will not frame or link to the Website without our written authorization.
- We reserve the right to investigate and take appropriate legal action in our sole discretion against anyone who violates these provisions, including but not limited to removing any offending material from the Website and terminating the registration of such violators.

DISCLAIMERS

THE WEBSITE IS PROVIDED â??AS IS.â?• YOU USE IT AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR WITHOUT ERROR, THAT THE RESULTS OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS.

default watermark

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

WE ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT POSTED ON THE WEBSITE, WHETHER CAUSED BY YOU, REGISTERED USERS, ANY OTHER PERSON, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE WEBSITE.

WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY REGISTERED USER OF THE WEBSITE OR OTHER PERSON.

WE ASSUME NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS.

WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF E-MAIL BECAUSE OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY OTHER WEBSITE OR COMBINATION OF CAUSES, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO REGISTERED USERS AND/OR OTHER PERSONS OR TO ANY OTHER PERSONâ??S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE WEBSITE.

UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH, RESULTING FROM ANYONEâ??S USE OF THE WEBSITE, ANY CONTENT POSTED ON THE WEBSITE OR TRANSMITTED TO REGISTERED USERS, OR ANY INTERACTIONS BETWEEN REGISTERED USERS OF THE WEBSITE OR OTHER PERSONS, WHETHER ONLINE OR OFFLINE.

PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

default watermark

- THE USE OR THE INABILITY TO USE THE WEBSITE;
- THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- STATEMENTS OR CONDUCT OF ANY OTHER PERSON ON THE WEBSITE; OR
- ANY OTHER MATTER RELATING TO THE WEBSITE OR THE OPERATION OF THE WEBSITE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO US IN CONNECTION WITH YOUR USE OF THIS WEBSITE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

DISPUTES

If there is any dispute about or involving the Website, by using the Website you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. By using this Website, you also agree that the state and federal courts located in Orange County, California, shall have exclusive jurisdiction over all such disputes between you and us, and you expressly consent to personal jurisdiction and venue in Orange County, California for all such disputes. In the event of any dispute between you and IMEX Leader, Inc. for any reason, the prevailing party shall recover its reasonable attorneyâ??s fees and costs.

INDEMNIFICATION

You agree to indemnify and hold us, our owners, parents, subsidiaries, affiliates, officers, agents, attorneys, consultants, advisors, representatives, employees, heirs, successors, and assigns, harmless from any loss, liability, claim, demand, cause of action, cost, or expense, including but not limited to reasonable attorneyâ??s fees, made by any third party due to or arising out of your use of the Website, your breach of this Agreement, breach of your representations and warranties described above, unauthorized use by any other person of your password or registration, and/or infringement of any intellectual property or other right of any person or entity.

OTHER TERMS

This Agreement, accepted upon use of the Website and further affirmed by those who register as Registered Users, contains the entire agreement between you and us regarding the use of the Website.

This is the entire agreement between you and us relating to the subject matter herein and shall not be modified by you except in writing, signed by both parties.

default watermark

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

The Agreement inures to the benefit of our successors, assigns, and licensees.

PROCEDURE FOR REPORTING COPYRIGHT INFRINGEMENT

In accordance with the U.S. Digital Millennium Copyright Act, if you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright ownerâ??s behalf.

Please send all notices of copyright infringement to our Copyright Agent as follows:

Imex Leader, Inc.

Attn: Copyright Agent

17975 Sky Park Circle, Bldg. 41-G

Irvine, CA 92614 to 369 W Grove Ave, Orange, CA 92865

e-mail: imex@imexleader.com

We are Imex Leader, Inc. (the â??Websiteâ?•). By using this Website, whether or not you register as a user (â??Registered Userâ?•), you agree to be legally bound by these Terms of Use.

Use of the Website is also governed by our Privacy Policy, which is part of this Agreement and incorporated by reference.

Eligibility

default watermark

You must be 18 years or older to register and use this siteâ?¦

Registration

By registering, you agree to provide accurate and current informationâ?¦

Term & Termination

This Agreement remains in effect while you use the Website. You or we may terminate your registration at any time.

Payments & Renewals

We charge fees as listed on the Website. Automatic renewals apply unless canceled in advance.

Refunds and Chargebacks

All sales are final. We have a zero tolerance policy for fraudulent chargebacks.

Ownership of Rights

All content on this Website is protected by intellectual property laws. You may not reproduce or use our content without permission.

Restrictions

You agree not to use the Website for unauthorized or unlawful activities including spam, harassment, or infringement.

Disclaimer

The Website is provided â??as isâ?•. We are not responsible for user conduct, technical issues, or accuracy of content.

Limitation of Liability

We are not liable for any direct, indirect, incidental, or consequential damages.

Disputes

All disputes are governed by the laws of the State of California. Venue is Orange County, CA.

default watermark

Indemnification

You agree to indemnify and hold us harmless from any claims arising from your use of the Website.

Other Terms

This Agreement is the entire agreement between us. If any provision is invalid, the remainder remains in effect.

Copyright Infringement

To report copyright infringement, contact our agent at imex@imexleader.com

Date Created
April 21, 2025
Author
admin