Acceptance of the Terms of Use

Welcome to the website of Melmark, Inc. ("Company", "we" or "us" or "our"). The following terms and conditions (these "Terms of Use"), govern your access to and use of www.Melmark.org and https://ecomm.melmark.org/ (the "Website"), including any content, functionality and services offered on or through the Website.

Please read the Terms of Use carefully before you use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.melmark.org/privacy-policy, incorporated herein by reference. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. We may notify you of certain changes to the Terms of Use, but you are encouraged to check this page from time to time when you access this Website so you are aware of any changes.

Accessing the Website

We reserve the right to withdraw, update, or amend this Website and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.
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You agree not to:

i. use the Website to send junk email, spam, chain letters, pyramid schemes, or any other unsolicited messages, commercial or otherwise;

ii. post, publish, distribute, or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing, or unlawful;

iii. post, publish, distribute, or disseminate material or information that incites discrimination, hate, or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

i. threaten, abuse, disrupt, stalk, or otherwise violate the legal rights (including rights of privacy and publicity) of others;

ii. use any information or material in any manner that infringes any copyright, trademark, patent, or other proprietary right of any party;

iii. make available or upload files that contain a virus, worm, Trojan, or corrupt data that may damage the operation of the computer or property of another;

iv. collect or store personal information about others, including email addresses, log-in details, or other credentials;
v. advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

vi. impersonate any person or entity for the purpose of misleading others;

vii. violate any applicable laws or regulations;

viii. use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website;

ix. post, publish, distribute, or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement); or

x. attempt to gain unauthorized access to any of the Website, other accounts, computer systems, or networks connected to the Website or through hacking, password mining or any other means.

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All information we collect on this Website is subject to our Privacy Policy [www.melmark.org/privacy-policy](http://www.melmark.org/privacy-policy). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**Purchases Made Through the Website**

Payment for all purchases made through the Website is made by credit card in US Dollars. The Company reserves the right to cancel your order in the case of non-payment or invalid credit card.

Additional terms and conditions may apply to purchases of goods or services, contests, promotions, or other similar features, all of which are made a part of these Terms of Use by reference. You agree to abide by such other terms and conditions, including that you are of sufficient legal age to purchase or use a good, service, or feature.

If you have any questions or problems with your order or the order has not been received within the expected timeframe, please contact us immediately at webmaster@melmark.org. Please include your order confirmation number in all communications.

Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by you.

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You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link that suggests any form of association, approval or endorsement on our part without our express written consent.

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**Indemnification**

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All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction).
Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Pennsylvania. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Binding and Entire Agreement**

These Terms of Use (including the Privacy Policy) constitute the entire agreement between you and the Company and supersede all other agreements, oral or written, concerning its subject matter. You consent to the use of the English language in these Terms and all documents or notices relating to them and your use of the Website.

**Your Comments and Concerns**

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Thank you for visiting the Website.