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Terms of Use

DesignMeBuyMe.com Web Site Member Agreement

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. USE OF THIS SITE SIGNIFIES THAT YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS AND CONDITIONS, YOU SHOULD NOT USE THIS SITE.

1. Use and Intellectual Property

This Site is owned and operated by DesignMeBuyMe.com (DMBM) and contains material, including without limitation all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, other materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content"). All intellectual property rights to the same are owned by DMBM, its licensors, or both, and are protected by copyright, trademark and other intellectual property laws. Nothing contained on this site should be construed as granting, by implication or estoppel, or otherwise, any license or right to use any trademark, photograph or other material displayed on this site without the written permission of DMBM. The name "DesignMeBuyMe.com," "Design Me Buy Me," and other graphics, logos, and service names used on this site may not be used in connection with any third-party services or products, or in any manner that depreciates or discredits DMBM, its owners, vendors, or other members. Your use of the marks displayed on this site and any other content on this site, except as provided in these Terms of Use, is strictly prohibited. DesignMeBuyMe.com will aggressively enforce its intellectual property rights to the fullest extent of the law. The name "Design Me Buy Me" is a registered trademark of DesignMeBuyMe.com.

2. Website Access And Use

(A) Access to the Website including, without limitation, the Website Content is provided for your information and personal and commercial use. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from DMBM or, in the case of third-party content, its respective owner. In certain instances, DMBM may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

(B) Furthermore, except as expressly permitted in these Terms of Use, you may not:

- (i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content;
- (ii) circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Website Content;
- (iii) use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Website or Website Content for any purpose without the express written permission of DMBM. Notwithstanding the foregoing, DMBM grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. DMBM reserves the right to revoke this permission (generally or specifically) at any time;

- (iv) collect or harvest any personally identifiable information from the Website including, without limitation, user names, passwords, and email addresses;
 - (v) solicit other users to join or become members of any commercial online service or other organization without prior written approval from DMBM;
 - (vi) attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;
 - (vii) decompile, reverse engineer, or disassemble any portion of the Website;
 - (viii) use network-monitoring software to determine architecture of or to extract usage data from the Website;
 - (ix) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership, as defined in Section 5B) without permission, etc.;
 - (x) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
 - (xi) engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.
- (C) You agree to cooperate fully with DMBM to investigate any suspected or actual activity that is in breach of these Terms of Use.

3. Conditions For Linking To Website

DMBM hereby grants you a non-exclusive, limited license, revocable at DMBM's discretion, for you to link to the Website home page from any site you own or control that is not commercially competitive with the Website and does not criticize or otherwise injure DMBM, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of DMBM's mission. Such a link is not an endorsement of such other site(s) by DMBM. All of DMBM's rights and remedies are expressly reserved.

4. User Registration

(A) In order to access or use some features of the Website, you will have to become a registered user. If you are under the age of eighteen, then you are not permitted to register as a user or otherwise submit personal information to DMBM.

(B) If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a "Membership"), which may permit you access to certain areas of the Website not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us immediately at Support@DesignMeBuyMe.com of any breach of security or unauthorized use of your Membership.

5. External Third-Party Sites

This site may include links and pointers to external sites maintained by third parties. DMBM does not control or operate, in any respect, any products, services or information provided on these third-party sites. These links and pointers are provided to you to help find relevant sites quickly. DMBM explicitly disclaims any responsibility for the accuracy, content or availability of information found on sites that link to or from this Website. DMBM cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site. DMBM does not endorse any of the merchandise, nor has it taken any steps to confirm the accuracy or reliability of any of the information or content contained on such third-party sites. DMBM does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against DMBM with respect to such sites and third-party content. DMBM strongly encourages you to make whatever investigation you feel is necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

6. Indemnification

You agree to indemnify and hold harmless DMBM and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to DMBM; or (v) your acts or omissions. You agree to cooperate fully with DMBM in the defense of any claim that is the subject of your obligations hereunder.

7. Disclaimers

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, DMBM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY:

- (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS;
- (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT;
- (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE;
- (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE;
- (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE;
- (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED;
- AND
- (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

8. Limitation on liability

YOU ASSUME COMPLETE RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE. IN NO EVENT SHALL DMBM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF DMBM HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THIS WEBSITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

BY USE OF THIS SITE AND AS A CONDITION OF ITS USE, YOU WARRANT TO DESIGNMEBUYME.COM THAT YOU WILL NOT USE THIS SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED.

If any provision of this Agreement is held to be illegal or unenforceable, then such section shall be eliminated or limited to the minimum extent necessary and the remainder (including any revised portion of the Agreement) shall remain and have full force and effect. DMBM reserves the right, at any time, to modify, alter or update these policies, and you agree to be bound by such modifications, alterations, or updates.

9. Termination

(A) DMBM reserves the right in its sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason **without refund** including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that DMBM shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website.

(B) If you become a registered user, you may terminate your Membership at any time by sending an e-mail to Support@designmebuy.com or your membership will automatically expire at the end of the subscription.

(C) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 20.

10. Copyright Policy

(A) DMBM respects the intellectual property rights of others and expects its users to do the same. In appropriate circumstances and at its sole discretion, DMBM may terminate and/or disable the Membership of users who it suspects to be infringers of the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in its sole discretion, DMBM may remove or disable access to material on any of its websites or hosted on its systems that may be infringing or the subject of infringing activity.

(B) In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), DMBM will respond promptly to claims of copyright infringement that are reported to the agent that DMBM has designated to receive notifications of claims infringement (its “Designated Agent”). DMBM’s Designated Agent may be reached at: Design Me Buy Me, 8222 E 103rd St Suite 108, Tulsa, OK 74133, Attn: Legal Department, Support@DesignMeBuyMe.com.

(C) If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work’s copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

(v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. DMBM will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

11. Choice Of Law; Jurisdiction And Venue

These Terms of Use shall be construed in accordance with the laws of the State of Oklahoma without regard to its conflict of laws rules. Any legal proceedings against DMBM that may arise out of, relate to, or be in any way connected with our Website or these Terms of Use shall be brought exclusively in the state and federal courts of Oklahoma located in Tulsa county and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

12. Dispute Resolution; Binding Arbitration

In the Dispute Resolution Section only, “we” and “us” are used to refer to you and DMBM together.

(A) We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by contacting us at the address provided in these Terms of Use. We will contact you based on the contact information you have provided us.

(B) We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Terms of Use and can award the same damages and relief. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(i) "Disputes" are any claims or controversies against each other related in any way to the Website, Website Content or these Terms of Use - this includes claims you bring against our employees, agents, affiliates or other representatives, and claims DMBM may bring against you.

(ii) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. We will send notice to you based on the contact information you have provided us and notice to us must be sent to: Design Me Buy Me, 8222 E 103rd St, Suite 108, Tulsa, OK 74133, ATTN: Legal Department, Support@designmebuyme.com. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

(iii) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

(iv) The arbitration will be administered by the American Arbitration Association ("AAA") under its arbitration rules. If any AAA rule conflicts with these Terms of Use, these Terms of Use apply. You can obtain procedures, rules, and fee information from the AAA at 1-800-778-7879 or HYPERLINK "<http://www.adr.org>"

(v) The arbitration will be conducted by a single neutral arbitrator and will take place in Oklahoma. The federal or state law that applies to these Terms of Use will also apply during the arbitration.

(vi) We each agree not to pursue arbitration on a class-wide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court. (vii) The prevailing party in the arbitration will be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, which are incurred in connection with the arbitration.

(C) Either of us may bring qualifying claims in small claims court.

13. **No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

14. **No Trial By Jury**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

15. **Amendment; Additional Terms**

(A) DMBM reserves the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify these Terms of Use. In addition, DMBM reserves the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both ("Additional Terms"). Any Additional Terms that DMBM may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either

by posting on the Website or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the Website from time to time for any changes or Additional Terms. Your access and use of any the Website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, you may terminate your Membership as provided in Section 12(B) herein or, if you do not have a Membership, your only recourse is to immediately discontinue use of the Website.

16. Territorial Restrictions

Software related to or made available by the Website may be subject to United States export controls. Thus, no software from the Website may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Website, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods.

17. Miscellaneous

(A) Any delay or failure on the part of us to exercise or enforce any rights under these Terms of Use to which DMBM may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

(B) These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

(C) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. DMBM may assign these Terms of Use or any rights hereunder without your consent and without notice.

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