

TERMS AND CONDITIONS

YOU HEREBY AGREE WITH AMI ENTERTAINMENT, INC. (“AMI”) TO THE FOLLOWING TERMS AND CONDITIONS (“AGREEMENT”) IN ORDER TO USE THIS ONLINE PARTS ORDERING WEBSITE (“OPO WEBSITE”).

THE TERMS AND CONDITIONS SET FORTH BELOW, TOGETHER WITH THOSE APPEARING ON ANY AMI INVOICE, PACKING SLIP OR OTHER DOCUMENT GENERATED BY AMI IN CONNECTION WITH YOUR ORDER FOR AMI PRODUCTS AND SERVICES (“ORDER”) AND, IF APPLICABLE, YOUR AMI EQUIPMENT AND CONTENT DISTRIBUTION AGREEMENT (WHEREIN SUCH AGREEMENTS ARE COLLECTIVELY “THE SALES DOCUMENTATION”), CONSTITUTE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND AMI PERTAINING TO THE PRODUCTS AND SERVICES IDENTIFIED IN YOUR ORDER AND YOU AGREE TO BE THEREBY BOUND.

E-mail Access

You hereby grant permission for e-mail announcements, newsletters or any other information to be sent to you with AMI news and events.

You further agree to the following terms and conditions:

Your OPO Account

For AMI Distributors: For Distributor pricing, you will need to establish an AMI online OPO Website account, (“OPO Account”) by contacting AMI Customer Service. You agree to not reveal your OPO Account information to anyone else and that you are entirely responsible for maintaining the confidentiality and security of your OPO Account information and for all activities that occur on or through your OPO Account. You agree to immediately notify AMI of any security breach of your OPO Account. Neither AMI nor any AMI personnel shall be responsible for any losses arising out of the unauthorized use of your OPO Account or any other property, material or information in your possession. You agree to not reveal your OPO Account user name and password to anyone else. In order to access the OPO parts ordering functionality of the OPO Website, you must enter your OPO Website password. You hereby agree to provide accurate and complete information when you register with, and as you use, your OPO Account, and you agree to update your registration and shipping information to keep it accurate and complete.

For AMI Operators/Customers: You do not need to set up an OPO Account in order to use the OPO Website.

OPO Website Security

You agree that you shall not defeat, or attempt to defeat, any AMI security mechanism on the OPO Website. AMI is not responsible for any losses that may result from unauthorized use of your OPO Account.

AMI reserves the right to terminate your access to the OPO Website if AMI learns that you have provided false, infringing or misleading information, or information not otherwise permitted in accordance with this Agreement. Any inappropriate or offensive usernames may be removed at AMI’s sole discretion and may cause the termination of your access to the OPO Website without notice or liability to you. You shall be responsible for all uses of your personal and business information and data, whether or not authorized by you. AMI takes no responsibility for the security of your data (including, if applicable, your password and user name), your equipment, due to machine malfunction, your personal form of communication, such as e-mail or telephone, or any other personal type of network system.

Prices for AMI products and services may change at any time and AMI does not provide price protection or refunds in the event of a price reduction or promotional offering.

Your Information & Privacy

As a user of the OPO Website, you agree to this Agreement and the AMI Privacy Policy available at www.amientertainment.net, which is incorporated by reference to this Agreement. If you do not agree, you do not have permission to use the OPO Website.

Technology Problems

If, for any reason, the OPO Website is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of AMI which corrupts or affects the administration, security, fairness, integrity or conduct of the OPO Website, AMI reserves the right in its sole discretion to use all available remedies to repair the OPO Website, including disqualifying any individual who tampers with the OPO Website as well as cancel, terminate, modify or suspend that individual's account associated with the OPO Website. AMI assumes no responsibility for any error, omissions, interruption, deletion, defect or delay in operation with transmission, communications, line failure, theft or destruction or unauthorized access to or allegation of entries. AMI is also not responsible for any problem or technical malfunction of any cable, DSL or network or lines, computer online systems, servers, equipment or software, failure of any e-mail or technical problems or traffic congestion on the Internet or at any Web site, or Internet connection, or any combination thereof, including any injury or damage to your computer related to or resulting from your use of the OPO Website or access to the OPO Website.

Distributors, Operators and AMI Customers Only

The OPO Website is solely authorized for access by AMI Distributors, operators and customers (current and future). No one else may access the OPO Website without AMI's prior written consent, which AMI may withhold in its sole discretion. Any unauthorized access may result in AMI immediately terminating access to the OPO Website or refusing to honor your order.

Disclaimers

AMI and any subsidiary or affiliated company is not responsible for any late, lost, garbled, misdirected, incomplete, or damaged entries; any disruptions, injuries (including death), losses or damages caused by events beyond the control of AMI, any printing or typographical errors in any materials associated with AMI products or services, or resulting directly or indirectly from your use of the OPO Website.

Release

You release and agree to hold harmless, AMI, its sponsors, parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the OPO Website (including, without limitation, claims, costs, injuries and losses including but not limited to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional, loss of data, and failure of equipment), whether under a theory of contract, tort (including negligence), warranty or other theory.

Web Site Rules of Operation

The OPO Website is subject to all laws of the United States and Canada ("Laws") and cannot be used in violation of any Laws. You hereby agree to abide by all applicable Laws, this Agreement and by the decisions of AMI, which are final on all matters pertaining to the OPO Website or any account or order you may have in connection with the

OPO Website. AMI reserves the right to change the rules of operation of the OPO Website, at any time, in its sole discretion and without prior notice.

Minors

You must be at least eighteen (18) years old to use the OPO Website.

Termination of Use

AMI may modify, perform maintenance, or discontinue operation of the OPO Website with or without notice to you and without liability to you or any third party. AMI may immediately change, suspend or discontinue any aspect of the OPO Website at any time, including the availability of any features or content, and may impose limits on certain features and services or restrict access to parts or all of the services without notice or liability. AMI reserves the right, in its sole discretion, to terminate your access to the OPO Website or any portion thereof at any time, without notice.

Jurisdictional Controls

You are subject to the laws of the jurisdiction in which you reside and from which you participate and are solely responsible for adhering to those applicable laws. You agree that AMI cannot be held liable if laws applicable to you restrict or prohibit your participation.

AMI makes no representations or warranties, implicit or explicit, as to your legal right to participate in any services offered by the OPO Website, nor shall any person affiliated, or claiming affiliation with the OPO Website or AMI have authority to make any such representations or warranties.

Sales Tax

Where applicable, sales, excise, use and other taxes incident to your Order of AMI products and services hereunder that AMI may be required to pay or collect will be paid for by you. Any new tax or increase in taxes imposed by Federal, State or Municipal governments applicable to AMI products and services Ordered hereunder, or applicable to the manufacture, sale or handling of such products may be added in AMI's discretion, where applicable, to the purchase price, and in such instances shall be paid for by you.

Indemnification

You agree to indemnify and hold each of AMI, its sponsors, its affiliates, its officers, directors and its employees and agents harmless from and against any claim or any demand, losses, liabilities, damages and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the OPO Website or for your breach of this Agreement.

No Unlawful or Prohibited Use

As a condition of your use of the OPO Website, you warrant to AMI that you will not use the OPO Website for any purpose that is unlawful or prohibited by the terms, conditions, and notices herein. You may not use the OPO Website in any manner which could damage, disable, overburden, or impair the OPO Website or interfere with any other party's use and enjoyment of the OPO Website. Additionally, you will not use the OPO Website to (a) make available any content that is unlawful, harassing, threatening, tortious, libelous, violent, defamatory, hateful, or otherwise offensive, (b) infringe on any third party intellectual property rights, (c) request personal information from a minor who is not a friend or otherwise personally known to you, (d) harass, threaten or stalk another person or otherwise use an alias identity or misrepresent who you are or (e) send bulk e-mails to recipients. You may not obtain or attempt to obtain or modify any materials or information through any means not intentionally made available or provided for through the OPO Website. You may not utilize any application on the OPO Website in any way that violates this Agreement.

Intellectual Property License & Restrictions

The OPO Website, including any names, logos, software, content, graphics, music, inventions, expressions and technology is the sole and exclusive property of AMI, including any and all related intellectual property therein. The OPO Website is protected by copyright laws, trademarks, patents and international treaty provisions. Any reproduction or redistribution of the OPO Website is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, create derivative works from, transfer, or sell any information, software, products, content, or services, or any portion thereof, obtained from the OPO Website.

Your use of the OPO Website is governed by the terms of this Agreement. You may not use the OPO Website unless you first agree to this Agreement. AMI hereby grants to you a personal, nontransferable license to gain and access to and interact with the OPO Website, and for no other purpose provided that you keep intact all copyright, trademark and other AMI proprietary notices. You acknowledge that the OPO Website, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the USA and Canada. You agree not to export or re-export the OPO Website or information related thereto, directly or indirectly, to any countries that are subject to such export restrictions. You may not de-compile, reverse engineer or disassemble or hack in any form the software distributed by AMI or any of AMI's sponsors. If AMI determines in its sole discretion that the OPO Website has been used in violation of this Agreement, such OPO Account (if applicable) and your access may be terminated without notice and all OPO Account balances may be confiscated in accordance with applicable Laws and in no event will AMI be liable for such termination.

Liability Disclaimer; No Warranty; No Consequential Damages

AMI's warranty in respect to any AMI products and services purchased by you is limited to that set forth in the written warranty to be issued by AMI and attached to any Sales Documentation or associated with such products and services, as delivered to you. AMI's liability will be limited solely to the provisions of any such warranty, provided, however, that no warranty issued by AMI will include, nor will AMI assume liability or responsibility for, defects or damage caused by any misuse, abuse, alterations, failure to maintain the products, negligence or intentional acts.

THE INFORMATION, SOFTWARE, PRODUCTS, DATA, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE OPO WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. AMI AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE OPO WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE OPO WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. AMI AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE OPO WEBSITE FOR ANY PURPOSE. AMI DOES NOT WARRANT THAT YOUR USE OF THE OPO WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE AND YOU AGREE THAT AMI CAN FROM TIME TO TIME IN AMI'S SOLE DISCRETION STOP, CHANGE OR ALTER THE OPO WEBSITE OR CANCEL THE OPO WEBSITE WITHOUT NOTICE OR LIABILITY TO YOU.

THE OPO WEBSITE INCLUDING ALL INFORMATION, DATA, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AMI AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE OPO WEBSITE, PERFORMANCE OF THE IT SYSTEM OR INFRASTRUCTURE SUPPORTING THE OPO WEBSITE, INFORMATION, DATA, SOFTWARE, PRODUCTS, SERVICES INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL AMI AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES

WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE OPO WEBSITE, WITH THE DELAY OR INABILITY TO USE THE OPO WEBSITE OR RELATED SERVICES, WITH THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR WITH ANY INFORMATION, PRODUCTS OR SERVICES ORDERED OR OBTAINED THROUGH THE OPO WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE OPO WEBSITE INCLUDING ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE TRANSPORTATION, HANDLING STORAGE, INSTALLATION OR USAGE OF THE PRODUCTS OR SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AMI OR ANY OF ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE OPO WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE OPO WEBSITE.

AMI shall incur no liability to you by reason of (i) the suspension or discontinuance by AMI of any type, version, model or item of equipment, irrespective of whether the same is superseded by a new type, version, model, item or service designed to perform the same function or functions, (ii) any delay or failure in the shipment of equipment ordered by you for any reason including but not limited to a Force Majeure event (as defined in the Sales Documentation) or (iii) the receipt by AMI of Orders from all sources for quantities of equipment in excess of the capacity of the manufacturing and/or distribution facilities of AMI under then current operating schedules and conditions.

Shipping

The shipping method for Ordered products and services (e.g. Ground, 2nd day, Red, etc.) are chosen by you on the OPO Website. You understand and agree that AMI will add the actual (discounted) shipping cost based on this selection to the Sales Documentation generated by AMI in connection with your Order. Small Orders on which rush service is requested will be shipped the same day, if possible. Please issue rush Orders only when absolutely necessary. A minimum parts amount of twenty-five dollars (\$25.00) is required for each Order. Any Order received with a total value of less than the minimum parts amount (less shipping), will be billed at that specified minimum value, plus freight.

Return Merchandise

Parts can be returned to AMI after you indicate on the OPO Website that you wish to return an Ordered item. Specifically when AMI receives your return indication, AMI will provide you with a return merchandise authorization ("RMA") number and instructions. You must then mark "RMA" on your returned item's shipping label or you may be billed a \$10 processing fee. All returned items without an RMA number will not be accepted by AMI. Once the returned item is examined by AMI, AMI will determine in its sole discretion whether or not the returned item is in new condition; and upon meeting such standard to AMI's satisfaction, AMI will issue a credit. If proper criteria for credit is not met, then the item may be returned to you by AMI at your cost. Orders for special, custom-made or modified standard parts are not subject to return. Returns or claims for shortages and damages must be made within 45 days from the date of shipment. The RMA expires in 30 days from the date sent or posted to you by AMI. You are responsible for the shipping costs of all returns to AMI. Your failure to make any claim within the specified time period will result in your unconditional waiver of such claim.

If you are an AMI Distributor, then your returned item is also subject to a restocking fee equal to no less than twenty-five percent (25%) of your Order's purchase price.

Purchase Terms

You agree to purchase from AMI, and AMI hereby agrees to sell to you, such items of AMI equipment at terms and conditions shown on the Sales Documentation rendered by AMI covering such equipment shipped to you. All transactions related to this OPO Website are exclusively in U.S. Dollars. All equipment sold by AMI to you pursuant to this Agreement shall be sold F.O.B. AMI's factory or warehouse. You agree that the standard terms and conditions of sale contained within AMI's Sales Documentation shall be binding upon you and that any terms and conditions of sale varying therewith which are contained within any purchase orders for equipment submitted by you shall be null and void and of no effect whatsoever. You further agree and acknowledge that AMI shall have no obligation to deliver any items Ordered under this Agreement if you are not in compliance with your payment obligations to AMI under this Agreement or under the payment terms and conditions of any Sales Documentation, or, in AMI's sole discretion, you no longer have sufficient credit.

Miscellaneous

No failure or forbearance on AMI's part to exercise its rights or insist upon performance of your obligations hereunder is to be construed as a waiver or relinquishment of those or any other rights or obligations in that or any other instance; rather, the same shall remain in full force and effect. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, such provision shall be narrowed in scope or otherwise amended to the extent necessary to make such provision lawful, valid and enforceable while as nearly as possible reflecting the intent of the parties as expressed in this Agreement, or, if such amendment is impossible, severed from this Agreement. No amendment or severing of any provision of this Agreement shall affect the validity or enforceability of any remaining provisions.

AMI may assign its rights and obligations under this Agreement, and upon such assignment, AMI may be relieved of any further obligation hereunder.

The terms and conditions set forth in this Agreement and any additional terms set forth in any Sales Documentation constitute the entire understanding between you and AMI as to the subject matter hereof, and supersede all prior or contemporaneous agreements and understandings whether electronic, oral, or written. Any legally unenforceable provision of this Agreement will, at the election of AMI, be deleted or modified to correct the defect and, regardless, the remainder of the terms of this Agreement will remain valid and enforceable. If there is a discrepancy or conflict between any Sales Documentation related to your Order and this Agreement, this Agreement shall control. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and AMI as a result of this Agreement or use of the OPO Website. You agree not to hold yourself out as a representative, agent, operator, distributor, or employee of AMI and AMI shall not be liable for any of your representations, acts or omissions.

This Agreement is governed by the laws of the Commonwealth of Pennsylvania. You hereby consent and agree that the courts in and around Philadelphia, PA shall have sole and exclusive jurisdiction and venue regarding any dispute that may arise in connection with this Agreement, your Order and any Sales Documentation.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and AMI as a result of this Agreement. AMI's performance of this Agreement is subject to existing Laws and legal process, and nothing contained in this Agreement is in derogation of AMI's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the OPO Website or information provided to or gathered by AMI with respect to such use.