

## **User Agreement – Last Updated on April 23, 2013**

Welcome to the Merchants Distributors (MDI) Customer Site. Please read the following Terms and Conditions.

### **Agreement to Communicate Electronically:**

MDI agrees that Customers and their authorized representatives may submit forms electronically via this site when they have properly registered for and received a valid user-id and password to this site. This agreement is a legally binding contract under applicable law and your registration represents that you have authority to bind your company or business entity to the Terms and Conditions of this agreement. The electronic submission of any form on this site via the registered user-id and password is to be considered authentication and is intended to have the same force and effect as the use of an authorized signature affixed by hand.

### **Material Submitted to MDI via this Site by You:**

Business information submitted to MDI on this site will be handled as confidential business information.

Other information submitted to MDI such as remarks, suggestions, ideas or other information that you communicate to MDI through this site (other than personal information we promise to protect in accordance with our Privacy Policy), become and remain our property, with no obligation to keep confidential, no obligation for compensation, and the full right to use such information, even if this agreement is later terminated.

You acknowledge that you are responsible for your activity on this site and that you have full responsibility for the form, message, legality, reliability, appropriateness, originality and/or copyright.

### **Restrictions on Use of this Site by You:**

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### **Disclaimer:**

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**Limitation of Liability:**

MDI and its affiliates are not liable for any damages or injuries that accompany or result from your use of this site. These include (but are not limited to) damage or injury caused by any use of or inability to use this site, use of or inability to use any site which you hyperlink from this site, failure of performance, error, omission, interruption, defect, delay in operation or transmission, virus or line failure. MDI is not liable for any damages, including damages intended to compensate someone directly for a loss or injury, damages reasonably expected to result from a loss or injury, or other miscellaneous damages, costs, fees and expense resulting directly from a loss or injury. MDI is not liable even if negligent or an authorized representative has been advised of the possibility of such damages.

You are responsible for any submissions placed on this site on your behalf, including orders placed by individuals or representatives who no longer have a relationship with your company. You are expected to notify MDI of any user-id's and passwords that are no longer valid for this reason.

**Other Site Access Disclaimer:**

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**Legal Compliance:**

These Terms and Conditions, and the agreement they create, shall be governed by and interpreted according to the laws of the State of North Carolina. If any provision of this agreement is unlawful, void or unenforceable, it will not affect the validity and enforceability of the other remaining provisions. MDI may modify these Terms and Conditions, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the entire agreement regarding the subject matter addressed herein and supersedes any prior or contemporaneous communication concerning the subject matter.