

# Terms & Conditions

## 1 Purpose

Welcome to the us.gcoop.co website (the “**Website**”) of GCOOP USA operating by GCOOP USA Corp. (“**GCOOP USA**” or “**us**” or “**we**”). Please carefully read the terms and conditions regarding the use of the Website, its Services and Content (“Terms of Use” or “Agreement”). Your access and use of the Website and Content is conditioned on your acceptance and agreement to the following conditions without modification to these Terms of Use. By clicking the “I Accept” button below, you agree to be bound by these Terms of Use. By clicking the “I Do Not Accept” button below, you will not be permitted access to the Website. Please note that other portions of the Website may contain additional and/or different terms and conditions of use.

Welcome to the GCOOP USA website (the “Site”) which includes our mobile websites, mobile apps, pre-registration site and website for Myoffice. This GCOOP USA Terms of Use Agreement (“Agreement”) sets forth the agreement between GCOOP USA (“Company”, or “we”) and each user (“User”, “Your” or “You”) governing the use by you of the Site, the GCOOP USA Compensation Plan (“GCOOP USA Compensation Plan”) and the Privacy Policy (“Privacy Policy”). Please read this agreement carefully and fully before using the Site.

By using the Site: (i) you agree that you have read and understand the terms of this Agreement, (ii) you accept and agree to be bound by the terms of this Agreement, and (iii) you accept and agree to abide by all laws and regulations applicable to the subject matter of this Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SITE, PARTICIPATE IN THE REWARDS PROGRAM OR REVIEWS PROGRAM, OR DISCLOSE TO US ANY PERSONAL INFORMATION.

The terms of use contained in this Agreement may change periodically and may be revised at any time in our sole discretion by updating this posting. You should visit this page from time to time to review the current terms of use because you are bound by them. Your continued use of the Site means that you accept any changes or modifications to this Agreement. If any modification is unacceptable to you, your only recourse is to terminate this Agreement by contacting our [Customer Support Center](#). Certain provisions of the terms of use contained in this Agreement may be superseded by legal notices or terms located on particular pages of the Site.

## 2. Authority

By using our Site, you represent and agree that you are at least 18 years of age or older and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in this Agreement; otherwise, please exit the Site. The Site is not intended or designed to target users under the age of 18. We do not collect personal information from any person we know to be under the age of 18. If you are under the age of 18, you are not permitted to disclose or send to us any personal information.

The Site is operated by GCOOP USA Corp. from the United States and personal information sent to us is governed by the privacy policies of United States. We make no representation that the Site or its content (including, without limitation, any products or services available on or through the Site) are appropriate or available for use in other locations. If you access the Site from outside of the United States you do so on your own initiative and must bear all responsibility for compliance with applicable local laws. You agree you will not use the Site content or products in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **3. Site Usage & Termination**

You are required to establish a member account on this Site in order to use certain features, such as being able to make purchases. You agree to provide accurate, true, complete and current information about yourself as prompted by the Site and to promptly update such information to maintain accurate, true, complete and current information. If you provide any inaccurate, false, incomplete or outdated information or we in our sole discretion suspect that such information is inaccurate, false, incomplete or outdated, we reserve the right to suspend or terminate your account and prohibit any and all current or future use of the Site or any portion thereof by you. During the registration process you will have a username and password. You are responsible for the confidentiality of your account and password and are fully responsible for all activities that occur under your account or password. You agree to immediately notify us of any unauthorized use of your account or password or any other security breach and to ensure that you exit from your account at the end of each session. You agree to be responsible for all charges resulting from the use of your account on the Site including charges resulting from unauthorized use of your account. We are not liable for any loss or damage resulting from your failure to comply with this section.

You agree to use the Site for lawful purposes and that you are responsible for your use of the Site and all of your communication on Site. You agree not to use the Site in a manner that would interfere with normal operation or infringe on any other user's use of the Site.

You agree not to access the Site by any means other than the interface we provide. Displaying or running the Site or any information or material displayed on the Site in frames or through similar means on another website without our prior authorization is prohibited. Any permitted links to the Site must comply with all applicable laws, rules and regulations.

We make no representation that Materials contained on the Site or that products described or offered on the Site are appropriate or available for use in jurisdictions outside of the United States or that this Agreement complies with the laws of any other country. Users of the Site outside of the United States do so at their own initiative and risk and are responsible for complying with all applicable laws and regulations. You agree not to access the Site from any location or territory where its contents are illegal and that you and not us, are responsible for compliance with all applicable laws and regulations.

This Agreement is effective until terminated by either us or you. We, in our sole discretion, may suspend or terminate this Agreement at any time without notice and deny you access to the Site or any portion of it. You may terminate this Agreement at any time by contacting our [Customer Support Center](#) and discontinuing all use of the Site. Upon termination by us or you, you must destroy all materials obtained from the Site including all copies of such materials whether made under the terms of use contained in this Agreement or otherwise. We reserve the right to modify or discontinue, temporarily or permanently, the Site or any portion of it with or without notice. We are not liable to you or to any third party for any modification, suspension or discontinuation of the Site.

We reserve the right to terminate any account if your order is deemed fraudulent or credit card charges are disputed. You agree that we may terminate or suspend your access to all or part of the Site, with or without notice, for any conduct that we, in our sole discretion, believe is in violation of any part of this Agreement, laws or regulations or is harmful to another user or us or our affiliates.

### **4. Intellectual Property Rights**

Unless otherwise indicated, our Website and Content are property of GCOOP USA Corp, its affiliates, its licensors or other third parties and are protected under applicable copyright, trademarks, patent, and other intellectual property rights and laws. Except as specifically allowed in these Terms of Use, the copying, redistribution, use, or publication by you of the Content is strictly prohibited. No ownership or other interest or license in or to any patent, copyright, trademarks, trade secret and other intellectual

property rights or to the Content are being granted, assigned or transferred in these Terms of Use or by reason of your access to, and use of, the Website, Content or Services.

## **5. Personal Information**

Your privacy and security are a top priority at GCOOP USA. When you submit personal information on the Site you are consenting to the manner in which we will collect, use, disclose and otherwise manage your personal information, as set out below.

### **a. Collection and Use of Personal Information:**

We may collect personal information that you provide us when you: (a) purchase, order, return, exchange or request certain information about our products and services; (b) contact a call center or [Customer Support Center](#); (c) visit or register with our Site or participate in another feature of our Site; (d) enter into a promotion or respond to one of our surveys; or (e) provide us with comments or suggestions. We may also collect personal information about you from service providers who provide us with e-commerce related services related to the Site. We take reasonable and appropriate steps to protect your personal information from unauthorized disclosure or access. However, no data transmitted over the Internet or stored on a server can ever be 100% secure. Therefore, while we strive to protect your privacy and personal information, we cannot guarantee the security of any information transmitted or disclosed to us online. We are not responsible for the disclosure, destruction or theft of your personal information. If you opted to register with us, you established a password for your account, in which case your online account information will be protected by your password. We suggest that you do not disclose your password to anyone. You are responsible for the confidentiality of your account and password and are fully responsible for all activities that occur under your account and password. We suggest creating challenging passwords such as those with alphanumeric combinations.

### **b. Cookies:**

We utilize "cookies" which, if you allow their use, store small amounts of data on your computer when you visit the Site. Cookies assist us in tracking which of features of the Site you like best. Therefore, cookies enable us to customize our content according to your preferences. You have the ability to accept or decline cookies by modifying your browser settings. Our Site is viewable even if you disable the cookie function on your browser. However, if you disable cookies, main functionality like account login and checkout will not work.

We may use cookies for a number of purposes, including but not limited to: keeping track of preferences you specify while you are using the Site; delivering advertisements and content relevant to your interests; providing general internal and customer analytics; maintaining information in both identifiable and anonymous forms; accessing your information when you "sign in" to provide you with customized content; conducting research to improve our website content, products and services; supporting security measures such as requiring re-login to the Site after a certain amount of time has elapsed; and assisting in identifying possible fraudulent activities.

Part of this technology utilizes internet "cookies." Cookies are stored on your hard drive in the form of a text file. Most cookies are "session cookies" meaning that are automatically deleted when you close your browser. Other cookies are called "persistent" because they do not expire. Typically these cookies allow us to provide targeting information about products and pricing. However you can easily remove them by following the directions in your browsers help file. While this statistical data is collected, it is important to note that we do not sell, rent or lease any of your personal information.

### **c. Promotional Information and Marketing Materials:**

We would like to inform you of products and services, promotions and special offers that might benefit you. When you register online or participate in a survey, you will have the opportunity to sign up for e-mails about our products, services, promotions and special offers. We may also send you mail, email or call you with information about our product and service offerings if you have provided us with your name and address, email address or phone numbers.

d. **Secure Ordering:**

When you submit personal information on our website, your information is protected both online and offline. We can only access your credit card (but not your actual credit card information) to issue credits, never for actual charges. Only you can produce a charge by placing an order in your password-protected account.

While on a secure page, such as our order form, which is hosted in a secure data facility, the lock icon of your web browser becomes locked. This indicates that the connection between your web browser and our web server is secured. While on a secure page, the 'http' on your browser changes to 'https'.

When you submit sensitive information (such as a credit card number), that information is encrypted and is protected with the encryption software that meets or exceeds industry standards - (Secure Socket Layer).

e. **GCOOP USA& Third Parties:**

Like most retailers, as you visit our website, we collect information about that visit. We collect this information to improve our delivery of information and services to you. In order to collect this information, we utilize technology from third party companies like a shipping agency or a marketing company for systemized shipping and marketing.

f. **Disclosure of Personal Information:**

We may provide your personal information to any of our affiliated businesses. We enter into marketing relationships with advertisers or other companies that provide products or services that we believe may be of interest to our customers. We may send you mail, email or call you with information about product and services offered by these advertisers or other companies if you have provided us with your name and address, email address or phone numbers.

g. **Access to Personal Information by Companies that Work with or on Behalf of GCOOP;**

Unaffiliated companies may manage some of the services our website provides. These companies may share your personal information with their affiliates and service providers whom they engage to perform services related to our Site or the operation of our business. Examples of the services other companies may provide include payment processing and authorization, fraud protection and credit risk reduction, product customization, order fulfillment and shipping, marketing and promotional material distribution, Web site evaluation, data analysis and, where applicable, data cleansing. These companies may have access to your personal information on a confidential basis only to the extent necessary to perform their functions. In no event will we authorize these companies to use your personal information for any reason other than to provide you with those specific services.

If your purchases are being shipped to you, your shipping information will be shared with our delivery service providers (United States Postal Service, UPS, or other delivery companies we or you select). Our delivery service providers are asked not to use your personal information for any purpose other than making the delivery.

h. **Sale of Business:**

In the event that we, or our assets (Website, Services, and Content) are sold or transferred or used as security, your personal information may be transferred to third parties as part of that transaction.

i. **Disclosures of Personal Information in Legal Proceedings:**

If we, or any of our service providers are requested by law enforcement officials or judicial authorities to provide personal information on individual users then, we, or the applicable service provider may without your consent, provide such information. In matters involving claims of personal or public safety, the applicable service, or we may provide your personal information to appropriate authorities without your consent or court process. We or our service providers also will provide your personal information in response to a search warrant or other legally valid inquiry or order, or to an investigative body in the case of a breach of an agreement or contravention of law, or in litigation involving us, the applicable service provider, or otherwise as required by law. We may also disclose personal information to assist in debt collection where you owe a debt to us.

j. **Privacy Policy and Outside Links:**

This Privacy Policy only applies to the Site. Our Site may include links to the websites of our business partners, vendors and advertisers. These other sites are outside of our control. Please be aware that these websites may collect information about you, and operate according to their own privacy practices that may differ from those contained in our Privacy Policy. Remember to consult that website's own privacy policy, as once you are outside the Site, any information you submit is no longer in our control.

k. **Privacy Policy Modifications:**

From time to time we may modify or amend this Privacy Policy in order to comply with new laws or regulations or to reflect future changes in our business practices. Any changes in our policies will be communicated in this page so please check back on occasion. We also may post a notice on our Site or send an email describing the changes.

## 6. Liability Disclaimer

YOU AGREE THAT THE USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. GCOOP USA AND OTHER AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SUCCESSORS (COLLECTIVELY, "GCOOP USA "), EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSLY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

GCOOP USA MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, THE SITE WILL BE TIMELY, SECURE, ERROR FREE OR UNINTERRUPTED, THE RESULTS OBTAINED FROM THE SITE WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS AND ANY SITE ERRORS WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL. NO INFORMATION OBTAINED BY YOU FROM GCOOP USA OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL PRODUCTS AND SERVICES PURCHASED THROUGH THE SITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS OR SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, GCOOP USA

DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GCOOP USA EXPRESSLY DISCLAIMS ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS ATTRIBUTABLE TO NORMAL WEAR, PRODUCT MISUSE OR MODIFICATION, ABUSE, INCORRECT PRODUCT SELECTION AND NOT FOLLOWING PRINTED DIRECTIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GCOOP USA BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, INCLUDING ANY LIABILITY AS A PUBLISHER OF INFORMATION, RESELLER OF ANY PRODUCTS OR SERVICES, FOR ANY DEFECTIVE PRODUCTS, FOR ANY INCORRECT INFORMATION OR INACCURATE INFORMATION, FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA, FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR FOR ANY OTHER MATTER RELATING TO THE SITE OR ANY THIRD PARTY WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF GCOOP USA ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE ARRANGEMENT BETWEEN GCOOP USA AND YOU. THE PRODUCTS, INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF GCOOP USA FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR ANY PRODUCT, INFORMATION OR SERVICE PURCHASED BY YOU FROM GCOOP USA ON THE SITE.

BECAUSE SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## **7. Indemnification**

You agree to indemnify, defend and hold harmless GCOOP USA from and against all losses, expenses, costs and damages including attorney's fees resulting from your use of or contact on the Site, your use or your inability to use the Site or services, any products or services purchased or obtained by you in connection with the Site, any Site postings or activity related to your account made by you or another person, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. You agree to cooperate as fully as reasonably required in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will still be required to indemnify us for the attorney fees and expenses in addition to any losses, claims, damages and liabilities incurred by us. You shall not in any event settle any matter without prior written consent of GCOOP USA.

## **8. Copyright, Trademarks and other Intellectual Property**

You acknowledge that all materials on the Site, the Policies and Procedures, Compensation Plan and Privacy Policy, including the Site's design, text, graphics, sounds, pictures, software and other files and the selection and arrangement thereof, (collectively, "Materials"), are our property and are subject to and protected by United States and international copyright and other intellectual property laws and rights. The trademarks, service marks, trade names, and logos (collectively, "Marks") contained on the Site, including without limitation GCOOP USA are the sole property of GCOOP USA and may not be copied or otherwise used, in whole or in part without the prior written authorization of GCOOP USA. In addition, all page headers, custom graphics and custom icons are Marks of GCOOP USA and may not be copied or otherwise used, in whole or in part without the prior written authorization of GCOOP Global. Other copyrights, trademarks, product names, company names, logos or intellectual property are the property of the respective owners with all rights reserved. Any use of any Materials or Marks owned by GCOOP USA is considered an infringement of our intellectual property rights (including patent rights) and will be legally pursued as such.

By agreeing to the terms of use contained in this Agreement, you agree that you will not use any text, photos, likenesses or other copyrighted or protected material of GCOOP USA or of other third parties without the prior express written consent of GCOOP Global.

#### **9. Agreement:**

This Agreement constitutes the only Agreement between us and you with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement

#### **10. Severability; Interpretation**

If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from this Agreement and the remainder of this Agreement will remain in force. When used in this Agreement, the term "including" will be deemed to be followed by the words "without limitation".

#### **11. Reselling Products:**

Any product purchased at GCOOP USA for reselling purposes must be resold at the same or higher price than what GCOOP USA has referenced as "our price." This is necessary to adhere to policies of Minimum Advertised Price. Failure to do so will result in immediate termination of your GCOOP USA account and forfeiture of any and all Rewards Credit in the account

#### **12. Applicable Law; Jurisdiction; Dispute Resolution and Class Waiver:**

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of USA, without giving effect to any choice of law or conflict of law.

To the fullest extent permitted by law, you and GCOOP USA agrees to arbitrate any controversy, claim or dispute arising out of or in any way related to this Agreement.

YOU AND GCOOP USA EXPRESSLY AGREE TO ARBITRATE ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT IN YOUR AND ITS OR THEIR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

The mutual promise by you and GCOOP USA to arbitrate any and all disputes, and to do so on an individual basis, rather than to litigate before the courts or other bodies, provides the mutual consideration for this agreement to arbitrate.

Either party may exercise the right to arbitrate by providing the other party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other party of the substance of such claims. In no event shall the request for arbitration be made after the date, when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

The parties are entitled to representation by an attorney or other representative of their choosing. The parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction thereof.

You and GCOOP USA shall bear the costs of the arbitrator, forum and filing fees on an equal basis. The prevailing party, as determined by the arbitrator, shall be entitled to an award of its reasonable attorney fees.

#### **14. Miscellaneous:**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure of the benefit of and be enforceable against the parties and their respective successors and assigns.

The failure of GCOOP USA to enforce your strict performance of any term of this Agreement will not constitute a waiver of such term and will not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement. You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or will be permanently barred. The "Liability Disclaimer" provisions of this Agreement are for the benefit of GCOOP USA as defined herein, and each of these individuals or shall have the right to assert and enforce these provisions directly against your own or its own behalf.