

Terms and Conditions

Welcome to the Orion Telescopes & Binoculars website, OrionTelescopes.eu (the "Site"). The following Terms and Conditions apply to and govern your use of the Site and any services offered through the Site, including forums, chat rooms, personal profile pages, article commenting, blogs, RSS newsletters and eCommerce, among other offerings (the "Services"). Your use of the Site and/or the Services signifies your agreement to be bound by these Terms and Conditions. You agree to use the Site and Services in a manner consistent with all applicable laws and regulations and in accordance with the Terms and Conditions outlined below and otherwise set forth on the Sites.

If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site. Before using the Site, please also review the <u>Orion Telescopes & Binoculars Privacy</u> <u>Policy</u>.

License to Use the Site

Orion Telescopes & Binoculars grants you a limited, non-exclusive and non-transferable right to access, use and display the Site and the materials thereon and use the Services for your personal purposes only, provided that you comply fully with these Terms and Conditions. You shall not interfere or attempt to interfere with the operation of the Site or Services in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or by any other means.

Ownership; Restrictions

Orion Telescopes & Binoculars owns, controls, and licenses, or otherwise has the right to use and provide, the Site and all material on the Site, including without limitation all text, images, articles, photographs, illustrations, audio and video clips contained therein (collectively, the "Site Material"). The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other intellectual property laws. Orion Telescopes & Binoculars is the owner of the copyright in and to the Site and the selection, coordination, arrangement and enhancement of it. You agree to abide by any and all copyright notices, information or restrictions displayed on the Site.

Except as provided in these Terms and Conditions, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse-engineer, create derivative works from, or otherwise exploit any of the Site Material or any part of the Site without the prior written consent of Orion Telescopes & Binoculars. You may download one (1) copy of Site Material for your personal use, provided that you maintain all copyright, attribution and other notices contained in such Site Material, including without limitation the trademarks and service marks of Orion Telescopes & Binoculars and its affiliates or the copyright holder identified in the individual Site Material's copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. You are responsible for complying with all applicable laws, rules and regulations regarding your use of any such downloaded Site Material. In the

event of any permitted copying, redistribution or publication of material from the Site, you may not make any changes in or deletion of author attributions, trademarks, legends or copyright notices. You may obtain more information on the copyrights, trademarks, and service marks of Orion Telescopes & Binoculars and its affiliates and Site Material owners by viewing the copyright and trademark notices posted on the Site.

Orion Telescopes & Binoculars logos are trademarks and/or service marks of Orion Telescopes & Binoculars. All trademarks and service marks owned by Orion Telescopes & Binoculars, including such logos, may not be used without the permission of Orion Telescopes & Binoculars. All rights reserved. Any other marks appearing on the Site are the property of their respective owners and may not be used without permission.

Changes to Terms and Conditions

Orion Telescopes & Binoculars reserves the right, in its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time. Changes in these Terms and Conditions will be effective when posted. Your continued use of the Site after any changes to these Terms and Conditions are posted will be considered acceptance of those changes. You acknowledge and agree that Orion Telescopes & Binoculars will not be liable to you or any third party in the event that Orion Telescopes & Binoculars exercises its right to modify or terminate access to the Site or portions of the Site.

Changes to the Site

Orion Telescopes & Binoculars shall have the right for any reason, in its sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including but not limited to the Site Material, Services features, or hours of availability. Orion Telescopes & Binoculars may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability. You acknowledge and agree that Orion Telescopes & Binoculars will not be liable to you or any third party in the event that Orion Telescopes & Binoculars exercises its right to modify or terminate access to the Site or portions of the Site.

Acceptable Use

You and other visitors to the Site are invited to post appropriate and relevant information or commentary, including but not limited to, facts, advice, "tips" and opinions, in the forums available through the Site. You acknowledge that the posted information may be viewed by you and/or other users of the Site. By posting information, data, text, music, sound, photographs, graphics, video, messages or other materials ("Communications") on or through any of our Sites, you agree that you are solely responsible for such Communications and that you, and not Orion Telescopes & Binoculars, are entirely responsible for the accuracy, completeness and ownership of all Communications that you upload, post, email or otherwise transmit via the Site.

By using the Site, you agree that you:

- Will only use the Site and Services for lawful purposes and in accordance with these Terms and Conditions and with any applicable Community guidelines.
- Accept the terms of our Privacy Policy.
- Agree to provide us with accurate information in connection with any registration through the Site and to take responsibility for the information you provide.
- Acknowledge that we may be unable to process and shall have no responsibility to process transactions the accuracy of which we cannot validate.

Without limitation of the foregoing, you agree to not use the Site or any Services to:

- Upload, post, email or otherwise transmit any Communication that is unlawful, harmful, threatening, embarrassing, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, invasive of another's privacy, hateful, or sexually explicit.
- "Stalk" another.
- Upload, post, email or otherwise transmit any Communication that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, national origin, ethnicity, age, socioeconomic status or disability.
- Harm minors in any way.
- Impersonate any person or entity, including but not limited to an Orion Telescopes & Binoculars official, forum leader, moderator, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Communication transmitted on, to or through the Site or any Services.
- Upload, post, email or otherwise transmit any Communication that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, including but not limited to proprietary or confidential information learned or disclosed as part of employment relationships or otherwise barred from disclosure pursuant to the terms of a confidentiality agreement).
- Upload, post, email or otherwise transmit any Communication that infringes any patent, trademark, trade secret, copyright or other rights of any party.
- Upload, post, email or otherwise transmit (a) under any circumstances "junk mail," "spam," "chain letters," "pyramid schemes," or (b) any other form of solicitation, except in those areas which may be designated for such purpose.
- Upload, post, email or otherwise transmit any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other similarly destructive activity.
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks related to any Service; or
- Violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any other regulations having the force of law.

You also agree that you will not harvest, collect or store information about the users of the Site or Communications posted by others on the Site or use such information for any purpose, including without limitation, for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic mail or communications.

You acknowledge and agree that Orion Telescopes & Binoculars may preserve Communications and may also disclose Communications if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions and/or the Privacy Policy; (c) respond to claims that any Communication violates the rights of any third party; and/or (d) protect the rights, property, or personal safety of Orion Telescopes & Binoculars, its users and/or the public.

You understand that the technical processing and transmission of the Site, including the display of Communications, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Orion Telescopes & Binoculars assumes no responsibility for the deletion or failure to store postings or other information submitted by you or other users to this Site.

Any Communication on the Site may be purged periodically by Orion Telescopes & Binoculars, for any reason or no reason. You acknowledge and agree that any Communication you view or post is at your own discretion and risk, including any reliance on the accuracy, completeness, or usefulness of such Communication. In this regard, you acknowledge that you may not rely on any Site Material or other content appearing on the Site. You further acknowledge and agree that the views expressed by you and other users do not necessarily reflect the views of Orion Telescopes & Binoculars, and that Orion Telescopes & Binoculars does not support or endorse any content or views posted by you or any user.

Monitoring, Editing and Disclosure of Communications

You agree that Orion Telescopes & Binoculars has the right, but not the obligation, to monitor Communications posted by you or others at any time for any reason and in its sole discretion to assure compliance with these Terms and Conditions and any other operating rules that Orion Telescopes & Binoculars may establish from time to time. Notwithstanding this right, Orion Telescopes & Binoculars does not and cannot review all Communications, and Orion Telescopes & Binoculars is not responsible for any Communications. Orion Telescopes & Binoculars reserves the right at all times to edit, disclose, refuse to post, request removal of, or remove any Communication as may be necessary to comply with any law, regulation or government or agency request or if, in Orion Telescopes & Binoculars' sole discretion, such Communication is in violation of these Terms and Conditions or is otherwise objectionable.

Orion Telescopes & Binoculars' Rights in Materials Provided by Users

Orion Telescopes & Binoculars welcomes your comments regarding the Site. However, any and all Communications provided by you to us through the Site may be included in a database owned by Orion Telescopes & Binoculars and its subsidiaries and affiliates, and in which we possess all rights and interest, including but not limited to, a compilation copyright. We reserve the right to use any Communication you provide to us, or any information or materials contained therein or that we otherwise obtain through your use of the Site, to the fullest extent permitted by law.

By using the Site, you grant to Orion Telescopes & Binoculars a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use (including use for promotional and advertising purposes), copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit any Communications that you post on the Site, and any ideas or original materials contained in such communications, in all media now known or hereafter developed. This grant shall include the right to exploit any and all proprietary rights in such Communications including,

without limitation, any and all rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You waive all rights you may have to inspect and/or approve of any use by Orion Telescopes & Binoculars of any material or idea submitted by you in any Communications, or receive any compensation for such use. You waive all rights to any claim against Orion Telescopes & Binoculars for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications. You agree and understand that Orion Telescopes & Binoculars is under no obligation to use any material or ideas submitted by you in any Communications in any way whatsoever.

No Responsibility for Transmitted Material

You acknowledge that transmissions to and from the Site (other than credit card data submitted through appropriate channels via the Site) are not confidential, and to that extent your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to Orion Telescopes & Binoculars, no confidential, fiduciary, contractually implied or other relationship is created between you and Orion Telescopes & Binoculars or any Orion Telescopes & Binoculars affiliate or subsidiary other than pursuant to these Terms and Conditions. Orion Telescopes & Binoculars shall not be responsible for the payment of any amounts to any party in connection with Orion Telescopes & Binoculars' use of Communications submitted by you to our Sites.

Copyright Complaints

Orion Telescopes & Binoculars respects the intellectual property of others, and we ask our users to do the same. Orion Telescopes & Binoculars may, in appropriate circumstances and at its unfettered discretion, terminate the access of users, subscribers and account holders who infringe the intellectual property rights of others.

If you believe that your work has been copied and is accessible on Telescope.com, or any of the Services offered through the Site, in a way that constitutes copyright infringement, or that Telescope.com contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Orion Telescopes & Binoculars by providing appropriate information to Orion Telescopes & Binoculars' copyright agent for Telescope.com (see our <u>copyright policy</u> for more information).

Frank Johnson Orion Telescopes & Binoculars 89 Hangar Way Watsonville, CA 95076 Fax: 831-763-7027

You may send an email to the Copyright Agent at frankj@telescope.com. Please use a subject line of "copyright issue".

Note: Only copyright complaints should be sent to the Copyright Agent identified above. For communications on all other matters, please visit: http://eu.telescope.com/custserv/contactus.jsp.

Indemnification

You shall indemnify, defend and hold harmless Orion Telescopes & Binoculars, its affiliates, and all of their respective officers, directors, owners, agents, employees, Site Material providers, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses, of any kind related thereto (including, without limitation, reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of, based upon or resulting from your use of any of Orion Telescopes & Binoculars' Sites and/or Services, including but not limited to any Communications attributable to you. Orion Telescopes & Binoculars reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Orion Telescopes & Binoculars.

Links to Other Web Sites

The Site may contain links to third party sites and resources (the "Linked Sites"). Unless otherwise noted on the Site, links to and from any Linked Site do not constitute an endorsement by or association with Orion Telescopes & Binoculars or any of its subsidiaries and affiliates of any third party resources or their contents. Links do not imply that Orion Telescopes & Binoculars or the Sites' sponsors are affiliated or associated with or are legally authorized to use any trademark, trade name or logo displayed in or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or copyright symbol of Orion Telescopes & Binoculars or any of its affiliates. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Orion Telescopes & Binoculars does not represent or endorse the accuracy or reliability of, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You acknowledge that any reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at your sole risk.

Disclaimer of Warranties and Damages; Limitation of Liability

THE SITES, INCLUDING ALL SERVICES, CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE. ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ORION TELESCOPES & BINOCULARS DOES NOT WARRANT THAT THE SITE OR ANY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT DEFECTS WILL BE CORRECTED. ORION TELESCOPES & BINOCULARS DOES NOT WARRANT OR REPRESENT THE ACCURACY OR RELIABILITY OF THE SITE, THE CONTENT THEREOF, THE SERVICES USED ON OR ACCESSED THROUGH THE SITE, ANY PRODUCTS OR SERVICES, HYPERTEXT LINKS TO THIRD PARTIES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF **SENSITIVE** INFORMATION THROUGH THE SITE OR ANY LINKED SITE. INCLUDING BUT NOT LIMITED TO SESSION ID DATA. ORION TELESCOPES & BINOCULARS AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE SITE OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN UNDER ANY DIRECT OR INDIRECT CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO ORION TELESCOPES & BINOCULARS' NEGLIGENCE. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE AND/OR SERVICES. CERTAIN CONTENT MAY BE CONSIDERED OBJECTIONABLE OR INAPPROPRIATE BY INDIVIDUAL USERS. AND EACH USER MUST EXERCISE HIS OR HER DISCRETION IN USING AND ALLOWING MINORS OR OTHERS TO USE THE SITE. UNDER NO CIRCUMSTANCES SHALL **TELESCOPES** BINOCULARS, ORION & ITS SUBSIDIARIES, AFFILIATES, ADVERTISERS OR CONTENT PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS AND FUNCTIONS ON THE SITE, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF SUCH ENTITIES OR AN AUTHORIZED REPRESENTATIVE THEREOF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME GOVERNMENTS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You agree that any claim or cause of action arising out of your use of the Site or any Services must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

Passwords

To use certain features of the Site, you may need a username and password, which you will receive through the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities that occur under your password and account. You agree to notify us immediately of any unauthorized use of your password and account or any other breach of security, and to ensure that you exit from your account at the end of each session. Orion Telescopes & Binoculars cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Notice to Users Outside the European Community, the United States, and Canada

Orion Telescopes & Binoculars makes no representation that the Site or the Services are appropriate or available for use in locations other than the United States and Canada, and the European Community. Those who choose to access the Site from locations outside of the U.S., Canada or the European Community do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

General Provisions

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws provisions. The sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms and Conditions and/or the Site or any Services shall be an appropriate State or Federal court located in New York County in the State of New York, and you hereby irrevocably consent to the jurisdiction of such courts. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. The section headings used herein are for convenience only and shall not be given any legal import.

Acknowledgement

You acknowledge (a) that you have read and understood these Terms and Conditions; and (b) that these Terms and Conditions have the same force and effect as a signed agreement.

Contact Us

If you have any questions regarding these Terms and Conditions and/or our Sites in general, please feel free to contact us at:

Orion Telescopes & Binoculars 89 Hangar Way Watsonville, CA 95076 United States of America

Click here to contact us.

These Terms and Conditions are effective as of September 9, 2013.