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## TERMS OF USE

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5. Termination. Company reserves the right to terminate your use of the Service and/or the Site at any time.

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13. Your Account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You hereby agree to accept responsibility for all activities that take place under your account or password.

14. Risk of Loss. All items purchased from Company through either Site are made pursuant to a shipment contract. As a result, the risk of loss and title for such items pass to you upon our delivery to the carrier.

15. Governing Law and Venue. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Fresno County, California in all disputes arising out of or related to the use of either Site or Service.

16. Severability; Waiver. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

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20. Statute of Limitations. You agree that regardless of any statute or law providing a longer period, any claim arising out of or related to use of the Service or Site or the Terms of Use must be filed within one (1) year after such claim arises or be forever barred.