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Alpha Supply Warehouse and its suppliers and licensors may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts that are important to your decision. The Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the Alpha Supply Warehouse Sites, we would appreciate it if you let us know by contacting us at Info@alphasupplywarehouse.com. (Your feedback is a big part of what helps Alpha Supply Warehouse to get better at helping you!)

THE ALPHA SUPPLY WAREHOUSE ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

Merchandise

The Sites may make available listings, descriptions, and images of goods and services (collectively, "Products"). Such Products may be made available by us or by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Sites). Such information and the availability of any Product are subject to change at any time without notice.

We have made efforts to accurately display the attributes of Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

Alpha Supply Warehouse has no liability to you for content on the Alpha Supply Warehouse Sites that you find to be offensive, indecent, or objectionable. Certain videos, movies, TV programs, video games, computer games, and other Products are labeled with age restrictions or are intended for individuals of certain ages or "mature audiences" only. By ordering an age restricted item, you certify that you satisfy the age restrictions.

Alpha Supply Warehouse is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Alpha Supply Warehouse Entity, Marketplace Retailer (as defined below in Section 16.A), our advertisers, or other third parties to whose sites we link. While our goal is to provide accurate information,

product packaging and material may contain more and/or different information than that provided on Alpha Supply Warehouse Sites, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return), in accordance with Alpha Supply Warehouse's return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

Placing an Order

Order Acceptance and Billing

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through your Alphasupplywarehouse.com account, including on Alpha Supply Warehouse affiliated sites and properties which you access via your Alphasupplywarehouse.com account credentials. Alpha Supply Warehouse participates in account update services offered by some banks. If your bank participates in account updater services, these services will automatically update your card number or expiration date in our system when it changes. If you do not want to have your cards automatically updated, you can opt out of these services by contacting your issuing bank. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Alpha Supply Warehouse may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount

for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes. You will not be charged for most orders until the order has shipped. Some exceptions (when you will be charged at the time your order is placed) are: (i) orders or preorders paid for with a Gift Card, eGift Card, or PayPal account; and (ii) orders paid using the in-store “Cash” payment method.

Alpha Supply Warehouse reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Alpha Supply Warehouse also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, “reselling” will be defined as purchasing or intending to purchase any Product(s) from Alpha Supply Warehouse for the purpose of engaging in a commercial sale of the same Product(s) to a third party.

In addition to any other remedies available to it, Alpha Supply Warehouse may in its sole discretion restrict or terminate your account, or cancel or refuse orders for violations of, or abuse of the Alpha Supply Warehouse returns policy.

B. Pricing Information; Availability

Alpha Supply Warehouse cannot confirm the price or availability of an item until after your order is placed. Pricing or availability errors may occur on the Alpha Supply Warehouse Sites or through Marketplace Retailers. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product. Alpha Supply Warehouse reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Alpha Supply Warehouse. Alpha Supply Warehouse may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the Alpha Supply Warehouse Sites or from prices available in Alpha Supply Warehouse.

Disclaimer of Warranties

THE ALPHA SUPPLY WAREHOUSE SITES, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE ALPHA SUPPLY WAREHOUSE SITES, AND/OR ALPHA SUPPLY WAREHOUSE STORE LOCATION, ARE PROVIDED BY ALPHA SUPPLY WAREHOUSE ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO ALPHA SUPPLY WAREHOUSE ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE ALPHA SUPPLY WAREHOUSE SITES OR THE

CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE ALPHA SUPPLY WAREHOUSE ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE ALPHA SUPPLY WAREHOUSE ENTITIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE ALPHA SUPPLY WAREHOUSE SITES IS AT YOUR SOLE RISK. THIS SECTION 17 DOES NOT LIMIT THE TERMS OF ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF AN ITEM THAT IS SOLD BY ALPHA SUPPLY WAREHOUSE TO YOU. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE ALPHA SUPPLY WAREHOUSE SITES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE ALPHA SUPPLY WAREHOUSE SITES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ALPHA SUPPLY WAREHOUSE ENTITY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE ALPHA SUPPLY WAREHOUSE SITES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, ALPHA SUPPLY WAREHOUSE ENTITIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF A ALPHA SUPPLY WAREHOUSE ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING,

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO ALPHA SUPPLY WAREHOUSE ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE ALPHA SUPPLY WAREHOUSE SITES DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO ALPHA SUPPLY WAREHOUSE ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE ALPHA SUPPLY WAREHOUSE SITES.

Indemnification

You agree to defend (at Alpha Supply Warehouse's option), indemnify, and hold the Alpha Supply Warehouse Entities harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Alpha Supply Warehouse Sites or any breach by you of these Terms of Use. Alpha Supply Warehouse reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with Alpha Supply Warehouse if and as requested by Alpha Supply Warehouse in the defense and settlement of such matter.

Disputes, Arbitration, and Applicable Law

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

1. Arbitration Agreement.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, YOU AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND ALPHA SUPPLY WAREHOUSE, INCLUDING ANY PRODUCTS OR SERVICES OFFERED OR SOLD BY ALPHA SUPPLY WAREHOUSE OR THE ALPHA SUPPLY WAREHOUSE ENTITIES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND ALPHA SUPPLY WAREHOUSE AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. This paragraph may be referred to as the Arbitration Agreement in these Terms of Use.

2. Class Action and Mass Action Waiver.

YOU AND ALPHA SUPPLY WAREHOUSE AGREE THAT ANY ARBITRATION REQUIRED BY THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. You and Alpha Supply Warehouse each agree to waive the right to have any dispute or claim subject to the Arbitration Agreement brought, heard, administered, resolved, or arbitrated as a class arbitration, class action, collective action, or Mass Action to the maximum extent permitted by law. "Mass Action" means a situation in which a party is represented by a law firm or other representative, or a collection of law firms or other representatives, that has initiated more than one hundred (100) arbitration Demands with common questions of law or fact against Alpha Supply Warehouse within 180 days of initiating your arbitration Demand. This paragraph may be referred to as the "Class Action and Mass Action Waiver" in these Terms of Use. Nothing in these Terms of Use precludes you from bringing issues to the attention of federal, state, or local government agencies and, if the applicable law allows, such agencies may seek relief against Alpha Supply Warehouse for you.

3. Initiating a Demand for Arbitration.

Any arbitration required by the Arbitration Agreement shall be initiated by You or Alpha Supply Warehouse by sending the other a written demand for arbitration ("Demand") only via first-class mail, FedEx, or UPS within the statute of limitations period. Your Demand shall be delivered to: Alpha Supply Warehouse – 2000 Bloomingdale Rd. STE:115 Glendale Heights, IL 60139. The Demand must include (i) the name, telephone number, mailing address, and email address of the person or entity seeking arbitration; (ii) a statement of the legal claims asserted and the factual basis for those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy; (iv) the original personal signature of the party seeking arbitration; and (v) the original personal signature of any legal counsel or other representative purporting to represent the party seeking arbitration. For purposes of this paragraph, "original personal signature" does not include any digital, scanned, electronic, copied, or facsimile signature. An original personal signature on the Demand certifies the following: (i) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (ii) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The original personal signature by the party seeking arbitration shall verify under penalty of perjury that the factual statements contained in the Demand are true and correct. Compliance with this paragraph tolls any applicable statute of limitations as to any dispute or claim subject to the Arbitration Agreement that is stated in the Demand.

4. Filing a Demand for Arbitration.

A party seeking arbitration of any dispute or claim subject to the Arbitration Agreement shall submit a copy of the Demand to the American Arbitration Association (“AAA”) sixty (60) or more days after the Demand is initiated pursuant to Section 20(C) of these Terms of Use. The arbitration will be administered by the AAA pursuant to the current AAA Consumer Arbitration Rules, except to the extent modified by these Terms of Use. The AAA rules and instructions are available on the AAA website at www.adr.org/consumer.

5. Conduct of Arbitration.

In any arbitration of a dispute or claim that is subject to the Arbitration Agreement:

1. You or Alpha Supply Warehouse may file such dispositive motions as would be permitted by the Federal Rules of Civil Procedure without obtaining permission from the arbitrator. Upon the filing of any dispositive motion, the arbitrator may stay all further action and deadlines in the arbitration until deciding such motion.
2. The parties shall have the right to conduct such discovery from the opposing party or any third party that is proportional to the needs of the claim or dispute, considering the importance of the issues at stake, the amount in controversy, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Proportionality shall be decided by the arbitrator when requested by either party.
3. The arbitrator shall conduct any calls, conferences, or hearings by teleconference or videoconference, unless the arbitrator determines that an in-person hearing is appropriate. Any in-person hearing will be held at a location that is reasonably convenient. You and an employee of Alpha Supply Warehouse shall attend all arbitrator calls, conferences, and hearings.
4. A party may make a written offer of judgment at least seven (7) days before the date set for the arbitration hearing.
5. If the arbitrator finds that a party’s claim, counterclaim, or appeal was frivolous, asserted in bad faith, or pursued for purposes of harassment, the arbitrator shall award the opposing party its attorneys’ fees, costs, and expenses and all amounts charged by AAA for the arbitration.
6. The arbitrator will follow these Terms of Use and the law. The arbitrator shall not have the authority to commit errors of law or legal reasoning. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party’s claim. The arbitrator may not award relief for or against anyone who is not a party, though the individual relief awarded by the arbitrator may incidentally affect non-parties.
7. You or Alpha Supply Warehouse may appeal an arbitration award that manifestly disregards the law by filing a notice of appeal with the AAA within 30 days after an award is rendered and delivered to the parties. The appeal shall be heard by a single arbitrator unless the parties agree to a multi-arbitrator appellate panel. The arbitrator(s) assigned to the appeal shall be selected by agreement of the parties from among those on the AAA Appellate Panel. If the parties are unable to agree, AAA shall appoint the arbitrator(s) from among those on the AAA

Appellate Panel. An arbitrator who previously presided over any aspect of a case shall be ineligible from serving as an appellate arbitrator in that same case. The appeal, including briefing, shall be conducted pursuant to the parties' agreement or the appellate arbitrator(s)' orders if the parties are unable to agree.

6. Process for Arbitration Bellwether Demands.

If twenty-five (25) or more Demands for arbitration of a dispute or claim subject to the Arbitration Agreement are initiated (i) that involve common questions of law or fact and (ii) where the initiating parties are represented by the same law firm, the same group of coordinated law firms, or the same representative, then such Demands shall be coordinated pursuant to this paragraph. The group of claimants and group of respondents shall each select five (5) Demands, for a total of ten (10), to be filed with AAA (collectively the "Bellwether Demands"). Each of the Bellwether Demands shall be assigned by AAA to a different arbitrator chosen from its national roster. After ninety (90) days from the date all Bellwether Demands have been arbitrated and any appeals exhausted, any remaining Demands subject to this paragraph may be filed with AAA. The AAA Supplementary Rules for Multiple Case Filings shall apply to the extent they are not inconsistent with this paragraph. Notwithstanding any other provision in the Terms of Use, You and Alpha Supply Warehouse agree that a court of competent jurisdiction shall have authority to enforce the terms of this paragraph with injunctive or other relief.

7. Severability.

If (i) any dispute or claim subject to the Arbitration Agreement is filed as a class arbitration, class action, collective action, representative action, or Mass Action and (ii) if the Class Action and Mass Action Waiver is held invalid or unenforceable as to such dispute or claim, then the Arbitration Agreement does not apply to that dispute or claim and such dispute or claim must be brought in a court of competent jurisdiction. If any provision of Section 20 other than the Class Action and Mass Action Waiver is held invalid or unenforceable as to a particular dispute or claim, then such provision shall be severed from the Terms of Use, and the remainder of the Terms of Use shall be enforceable to the maximum extent permitted by law.

8. Applicable Law.

The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of Section 20 of these Terms of Use. If the FAA is found not to apply to any portion of Section 20 of these Terms of Use, then the applicable laws of the State of Arkansas shall apply without regard to choice-of-law principles.

Termination

These Terms of Use are effective unless and until terminated by either you or Alpha Supply Warehouse. You may terminate these Terms of Use at any time, provided that

you discontinue any further use of the Alpha Supply Warehouse Sites. We also may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to the Alpha Supply Warehouse Sites, if in our sole discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Alpha Supply Warehouse, you must promptly destroy all Materials and other Content downloaded or otherwise obtained from the Alpha Supply Warehouse Sites, as well as all copies of such Content, whether made under these Terms of Use or otherwise. The following sections will survive any termination of these Terms of Use: "Your Use of the Alpha Supply Warehouse Sites," "Content and Ideas," "Monitoring by Alpha Supply Warehouse," "Materials Available on the Alpha Supply Warehouse Sites," "Merchandise," "Third Party Sites," "Placing an Order with Alpha Supply Warehouse," "Shipping and Delivery," "Export Policy," "Intellectual Property" (excluding the rights granted to you in that Section), "Privacy," "Third-Party Software & Licensing Notices," "Indemnification," "Termination," "Disclaimer of Warranties," "Limitation of Liability," "Disputes & Arbitration," and "General".

General

These Terms of Use represent the complete agreement and understanding between you and Alpha Supply Warehouse and supersede all prior agreements and representations between the parties with respect to the subject matter of these Terms of Use. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Alpha Supply Warehouse. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. Except as provided in Section 20 above, if any provision of these Terms of Use is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use will remain in full force and effect. Except as provided in Section 20 above, these Terms of Use shall be interpreted and governed by the applicable laws of the State of Illinois without regard to choice-of-law principles. The failure of Alpha Supply Warehouse to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Alpha Supply Warehouse's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Any use of the term "including" or variations thereof in these Terms of Use shall be construed as if followed by the phrase "without limitation." Notices to you (including notices of changes to these Terms of Use) may be made via posting to the Alpha Supply Warehouse Sites or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

