

USER AGREEMENT

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TERMS OF SERVICE

This Terms of Service (TOS) is a legally binding agreement made by and between The Grant GR Import/Export (we or us) and you, personally and, if applicable, on behalf of the entity for whom you are using this web site (collectively, you). This TOS governs your use of the www.potensan.com web site (Web Site) and the services we offer on the Web Site (Services), so please read it carefully.

BY ACCESSING OR USING ANY PART OF THE WEB SITE, you agree that you have read, understand and agree to be bound by this TOS. If you do not agree to be so bound, do not access or use the web site.

INTERNET TECHNOLOGY AND APPLICABLE LAWS, RULES, AND REGULATIONS will change frequently. Accordingly, we reserve the right to make changes to this TOS at any time. You're continued use of the web site constitutes assent to any new or modified provision of this TOS that may be posted on the web site.

1. Using the Web Site.

(a) Eligibility. Except as expressly provided below, the Web Site may only be used by individuals and entities who can form legally binding contracts under applicable law. No person under the age of 18 may use the Web Site without the supervision of a parent or legal guardian. Your use of the Web Site will be deemed to be a representation that you are 18 years of age or older or using the Web Site with the permission of your parent or guardian. We require that all purchases be made either (i) by individuals 18 years of age or older or (ii) by minors given verifiable permission by their parent or legal guardian to purchase items on the Web Site.

(b) License and Restrictions. Subject to the terms and conditions of this TOS, We will retain ownership of our intellectual property rights and you will not obtain any rights therein by virtue of this TOS or otherwise, except as expressly set forth in this TOS. You will have no right to use, copy, display, perform, create derivative works from, distribute, transmit or sublicense materials or content available on the Web Site, except as expressly set forth in this TOS.

(c) Prohibited Conduct. In your use of the Web Site, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) disrupt or interfere with the security or use of the Web Site or any web sites linked to the Web Site; (iii) interfere with or damage the Web Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; (iv) impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) us, or use a false identity; (v) attempt to obtain unauthorized access to the Web Site; (vi) engage, directly or indirectly, in transmission of spam, chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users or the Web Site without their or our express written consent; (viii) submit false or misleading information to us; (ix) violate any law, rule, or regulation; (x) engage in any activity that interferes with any third parties ability to use or enjoy the Web Site; or (xi) assist or encourage any third party in engaging in any activity prohibited by this TOS.

2. Accuracy of Information. We attempt to ensure that the information on the Web Site is complete and accurate; however, this information may contain typographical errors, and other errors or inaccuracies. We assume no responsibility for such errors and omissions, and reserve the right to: (i) revoke any offer stated on the Web Site; (ii) correct any errors, inaccuracies or omissions; and (iii) make changes to prices, content, promotions, product descriptions or specifications, or other information on the Web Site.

3. Shipping Limitations. When you place an order for Products, we will ship the Products to the address designated by you. Risk of loss and title for Products pass to you upon delivery of the Products to the carrier. You are responsible for filing any claims with carriers for damaged or lost shipments.

4. Fraud. We reserve the right, but undertake no obligation, to actively report and prosecute actual and suspected credit card fraud. We may, in our discretion, require further authorization from you such as a telephone confirmation of your order and other information. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. We capture certain information during the order process, including time, date, IP address, and other information that will be used to locate and identify individuals committing fraud. If any Web Site order is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies and to the credit card company for fraud investigation. We reserve the right to cooperate with authorities to prosecute offenders to the fullest extent of the law.

5. Security. We employ measures designed to ensure the security of the Web Site, but, as provided below, make no guarantees in this regard.

6. Intellectual Property Rights.

(a) Copyright. All materials on the Web Site, including without limitation, the logos, design, text, graphics, other files, and the selection and arrangement thereof are either owned by us or are the property of our suppliers or licensors. You may not use such materials without permission. Potensan.com ALL RIGHTS RESERVED.

(b) Trademarks. Potensan.com are trade name we own. The related design marks, and other trademarks on the Web Site are owned by us. Page headers, custom graphics, button icons and scripts are trademarks or trade dress we own. You may not use any of these trademarks, trade dress, or trade names without our express written permission.

7. Linking and Framing. You may not deep link to portions of the Web Site, or frame, inline link, or similarly display any of our property, including, without limitation, the Web Site. You may not use any of our logos or other trademarks as part of a link without express written permission.

8. Comments. All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Web Site (collectively, Comments) will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You will, at our cost, execute any documents to affect, record, or perfect such assignment. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make.

9. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

(a) DISCLAIMER OF WARRANTIES. We provide the web site on an as is and as available basis. We do not represent or warrant that the web site, the services, its use, any information on it: (i) will be uninterrupted or secure, (ii) will be free of defects, inaccuracies or errors, (iii) will meet your requirements, or (iv) will operate in the configuration or with other hardware or software you use. We make no warranties other than those made expressly in this tos, and hereby disclaim any and all implied warranties, including without limitation, warranties of fitness for a particular purpose, merchantability and non-infringement.

(b) DISCLAIMER OF FORWARD-LOOKING STATEMENTS. This web site may contain forward-looking statements that reflect our current expectation regarding future events and business development. The forward-looking statements involve risks and uncertainties. Actual developments or results could differ materially from those projected and depend on a number of factors, some of which are outside our control.

(c) HEALTH RELATED INFORMATION. We provide information on the web site for informational purposes only. It is not meant as a substitute for the advice of a doctor or other health care professional. You should not use the information available on or through the web site for diagnosing or treating a medical condition. You should carefully read all product instructions prior to use.

10. Domestic Use; Export Restriction. We control the Web Site from our offices within Philippines We make no representation that the Web Site or its content (including, without limitation, any products or services available on or through the Web Site) are appropriate or available for use in other locations. Users who access the Web Site from outside the Philippines do so on their own initiative and must bear all responsibility for compliance with local laws, if applicable. Further, the Philippines export control laws prohibit the export of certain technical data and software to certain territories. No content from the Web Site may be downloaded in violation of Philippine law.

11. Force Majeure. We will not be liable for failing to perform under this TOS because of any event beyond our reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to perform, fire, terrorism, natural disaster or war.

12. WAIVER OF CLASS ACTION RIGHTS. By entering into this TOS, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connected with this TOS must be asserted individually.

13. Changes to the Web Site. We may, in our sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Web Site, temporarily or permanently, at any time without notice to you, and we will not be liable for doing so.

14. Termination. We will have the right to terminate your access to the Web Site if we reasonably believe you have breached any of the terms and conditions of this TOS. Following termination, you will not be permitted to use the Web Site and we may, in our discretion, cancel any outstanding Product Orders. If your access to the Web Site is terminated, we reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to the Web Site, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. This TOS will survive indefinitely unless and until we choose to terminate it, regardless of whether any account you open is terminated by you or us or if you have the right to access or use the Web Site.

15. Integration. This TOS contains the entire understanding between you and us regarding the use of the Web Site, and supersedes all prior and contemporaneous agreements and understandings between you and us relating thereto.

Privacy:

At The Grant GR Import/Export we are committed to protecting your privacy. We use the personal information we collect to process orders. We do not sell, give or pass on any such information to any third party company or individual.