



## Terms and Conditions

(Last Updated April 18, 2018)

Welcome to compuaces.com website, owned and operated by Computer Network Designs. You agree to be bound by these terms and conditions ("Terms"). You also accept the Terms when you create an account, make a purchase as a guest, or log into compuaces.com website. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of the additional terms will govern. References to "Computer Network Designs," "compuaces.com," or "CND" may refer to Computer Network Designs, and their affiliates, subsidiaries, and designees. We may make changes to any compuaces.com website and the Terms. It is your responsibility to review the Terms for updates or changes. If you do not agree with the Terms, you should not use the compuaces.com website.

### Use of the compuaces.com website:

You may use the compuaces.com website for your personal, noncommercial use only. You may not use any compuaces.com Website if you are under the age of 13. If you are between the ages of 13 and 18, you may use the compuaces.com Website only with involvement of a parent or guardian.

### Privacy:

Your use of the Computer Network Designs Website is subject to our [Privacy Policy](#). Please review the policy for more on how we collect and use information.

### Information on Our Site

We try to be as accurate as possible with the information we present on our compuaces.com webpage. We will make reasonable efforts to accurately display the attributes of the products we sell. We do not warrant that product descriptions or other content is accurate, complete, or error free. Prices and promotions are subject to change, and may vary from those offered in our stores. We cannot confirm the availability or price of an item until you place your order. Despite our best efforts, sometimes an item in our website may not be available, the offer may have been misstated, or an item may be mispriced. For any of these reasons, we may cancel your order or we may contact you for instructions on the order.

### Paying for Your Order

Generally, we'll charge your card for an item when we ship the item to you or confirm its availability. However, we may preauthorize your order amount with your credit or debit card issuer at the time you place the order, which may have an effect on your available credit line. When you pre-order with a debit card, we'll debit your card when you place the pre-order. For special delivery items, we'll charge your card when you confirm a delivery time. For digital items, we'll charge your card when you initiate the download of the product or the product is placed in your account and available for use.

### Order Confirmation

Our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt of your order, we may accept, decline, or place quantity or other limits on your order for any reason. We may impose these limits on a per-person, per-household, per-order, or any other basis. If we reject, limit, or otherwise modify your order, we will attempt to notify you using the e-mail address you provide to us. If we cancel an order or part of an order that we've already charged you for, we'll refund you the full amount of the canceled portion of the order.

### My CND Program

When you create an account on compuaces.com website, we will automatically enroll you in our award program. The CND program is a free program in which you receive points toward reward certificates, which are coupons for discounts on future purchases at compuaces.com.

## **Proprietary Rights**

All content included on or comprising the compauces.com website, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively "Content") is protected by copyright, trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is protected as a collective work under U.S. and international copyright laws, and Computer Network Designs owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all Content. You may not remove or modify any copyright, trademark or other proprietary notice contained in any Content you use, and you may not modify or alter the Content, copy or post the Content on any network computer, or broadcast the Content in any media. You may not copy, scrape, frame, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the Content, in whole or in part. The Computer Network Designs logos and other trademarks on the Computer Network Designs Website are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by Computer Network Designs and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

## **User Generated Content: Reviews, Comments, Communications, and Other Content**

You may interact with the Computer Network Designs, compauces.com website in numerous ways, including Reviews and Ratings, videos, Questions and Answers, Community Forums, testimonials, and e-mail communication. You hereby grant Computer Network Designs a perpetual, irrevocable, royalty-free, transferable right and license to use, modify, reproduce, transmit, publish, display, delete, and distribute any information (except order information sent via e-mail or phone) or materials you share with us throughout the world in any media, including when you allow Computer Network Designs to feature, text and images shared through social media (e.g. Facebook™, Twitter™, Instagram™, Pinterest™). You also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. When you share content to us, you will disclose any affiliation you have and you will not share anything that contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening, or harassing.

## **Disclaimers and Limitation of Liability**

COMPUTER NETWORK DESIGNS PROVIDES THE BEST PRICE ON THE COMPUACES.COM WEBSITE AND ALL INFORMATION, CONTENT, AND OTHER MATERIAL MADE AVAILABLE THROUGH THE COMPUACES.COM WEBSITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY COMPUACES.COM WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.

ANY WARRANTY ON ANY PRODUCT SOLD THROUGH COMPUTER NETWORK DESIGNS WEBSITE IS PROVIDED BY THE MANUFACTURER OF THAT PRODUCT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPUTER NETWORK DESIGNS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO YOUR USE OF ANY COMPUTER NETWORK DESIGNS WEBSITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH COMPUTER NETWORK DESIGNS WEBSITE. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS YOU PURCHASE THROUGH COMPUTER NETWORK DESIGNS WEBSITE GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS OR MALICIOUS MISCONDUCT, OR FRAUD.

## **Links to Third-Party Websites**

The Computer Network Designs Website contain links to other sites operated by third parties ("Third-Party Site(s)"). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose. Computer Network Designs does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Site or its content, products, or services. A link to a Third-Party Site on the Computer Network Designs Website does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Site. The conditions of use and privacy policy of any Third-Party Site may differ substantially from these Terms. Please review the conditions of use for all Third-Party Sites for more information about the terms and conditions that apply to your use of Third-Party Sites.

## **Export**

Certain software or other materials ("Software") that you may obtain through compauces.com website may be further subject to export controls. You will comply with all applicable export and re-export restrictions, laws, and regulations, and you will not transfer, or encourage, assist, or authorize the transfer of any Software to a prohibited country or otherwise in violation of any restriction, law, or regulation.

## Security

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device. You agree to not share your account credentials with others. You may use the compuaces.com website only for lawful purposes. Activities including, but not limited to, tampering with compuaces.com website, misrepresenting the identity of a user, and using buying agents or conducting fraudulent activities, on the compuaces.com website are prohibited.

You may not violate or attempt to violate the security of the Compuaces.com website, including by, without limitation, (a) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (b) using any Computer Network Designs Website for unintended purposes or trying to change the behavior of any Computer Network Designs Website; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to any Computer Network Designs Website, overloading, "flooding," "spamming," "mail bombing" or "crashing"; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (f) forging communications on behalf of Computer Network Designs (impersonating Computer Network Designs) or to any Computer Network Designs Website (impersonating as a legitimate user). You may not send unsolicited or unauthorized e-mail on behalf of Computer Network Designs, including promotions and/or advertising of products or services. We may prosecute you to the full extent of the law for any violation of these Terms. You may not use any device, software or routine or data to interfere or attempt to interfere with the proper working of any Computer Network Designs Website or any activity being conducted on any Computer Network Designs Website. You may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any Computer Network Designs Website other than the search engine and search agents we provide and generally publicly available browsers.

## Disputes

You and Computer Network Designs each agree that, except as otherwise noted below, any dispute or claim arising out of or relating in any way to these Terms, or to any products or services sold or distributed by Computer Network Designs whether, over the phone, or online, including, but not limited to, the advertising of or sales practices relating to such products and services, delivery, installation, and any communication, by whatever means, between you and Computer Network Designs, will be resolved by binding, individual arbitration, rather than in court. Disputes and claims that are within the scope of a small claims court's authority are exempt from this dispute resolution provision, so long as they are brought individually.

BY AGREEING TO ARBITRATION, YOU AND Computer Network Designs UNDERSTAND THAT EACH IS AGREEING TO WAIVE ITS RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND ITS RIGHTS UNDER THIS CONTRACT. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AS A COURT WOULD.

To begin an arbitration proceeding, you must send a demand to the American Arbitration Association (AAA) describing your claim and serve a copy of the demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules and the form for filing an arbitration claim are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees (but not any attorney's fees) for claims totaling less than \$10,000 unless the arbitrator determines your claims are frivolous. Likewise, Computer Network Designs will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Any claim that all or part of this class action waiver provision is invalid or unenforceable may be determined only by a court and not by an arbitrator. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.

## Applicable Law

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF

CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES OR CLAIMS BETWEEN YOU AND Computer Network Designs.

## **Termination of Use**

We may, in our sole discretion, terminate your account or your use of the compuaces.com website at any time. You are personally liable for any orders that you place or charges that you incur prior to termination. We may change, suspend or discontinue all or any aspects of the compuaces.com website at any time without prior notice.

**Computer  
Network  
Designs**



**Your One Stop Computer Shop**