

TERMS AND CONDITIONS OF USE

(Last Updated – August 2013)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. YOUR USE OF THIS WEBSITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE.

TABLE OF CONTENTS

1. Usage of the website.
2. No purchases by Minors.
3. Products, Content and Specifications.
4. Estimated Delivery Times for Product shipments.
5. Return Policy.
6. Changes, Misprints, Errors, Omissions, and Cancellations.
7. Intellectual Properties.
8. Consent to E-mail Communications.
9. Limitation of Liability.
10. Applicable Law, Venue, and Limitation of Actions.
11. Termination.
12. Warranty.

1. USAGE OF WEBSITE

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We may terminate your use of or access to the website if you make or permit any unauthorized use of this website. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. We reserve the right to have all violators prosecuted to the fullest extent of the law.

2. NO PURCHASES BY MINORS

This website is designed for and intended for use by adults. If you are under 18, you may use this Site only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this site by children, minors and others under your care. You agree to be responsible for their use of this website.

By ordering a product on-line from eplaygroundz.com internet store, you represent that you are 18 years of age or older. If a child

under the age of 18 has ordered a product from eplaygroundz.com, it is expected that the parent of guardian has consented to such purchase or that the parent of guardian aided in the purchase by granting accessibility to the website due to allowing accessibility or lack of restrictions . Financial responsibility follows the same with either providing financial tools or the lack of restricting the use of financial tools. In any case, the sale is accepted and shall fall under the return policy guidelines.

3. PRODUCTS, CONTENT, AND SPECIFICATIONS

All features, content, specifications, products and prices of products and services described or depicted on www.eplaygroundz.com or any affiliate names (together this website) are subject to change at anytime without notice. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. Eplaygroundz.com makes all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on this website at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regards to the possession, and use of any item purchased from this Website. By placing an order, you represent that the products ordered will be used only in a lawful manner.

Subject to applicable law, we: (a) reserve the right to change the goods and services advertised or offered for sale through this Site, the prices or specifications of such goods and services, and any promotional offers and any other Site Materials at any time and from time to time without any notice or liability to you or any other person; (b) cannot guarantee that goods or services advertised or offered for sale on this Site will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale; (d) do not warrant that the Site Materials (including without limitation product descriptions or photographs) are accurate, complete, reliable, current or error-free; and (e) reserve the right to cancel, to terminate or not to process orders (including accepted orders) where the price or other material information on this site is inaccurate or when we

recognize abuse of our policies. If we do not process an order for such reason, we will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

4. ESTIMATED DELIVERY TIMES FOR PRODUCT SHIPMENTS

Shipping limitations: When an order is placed, it will be shipping to an address designated by the purchaser as long as that shipping address is compliant with the shipping restriction contained on this site. All purchases from this Website are made pursuant to a shipping contract. As a result, risk of loss and title for items purchased from this website pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with the carrier for damaged and/or lost shipments. Eplaygroundz.com will make every effort to assist the Customer with such efforts.

“Estimated Shipping Time From Receipt of Order”

- A. Modular Equipment – 6 weeks
- B. Recycled Equipment – 4 weeks
- C. Early Childhood Equipment – 4-6 weeks
- D. Backyard Equipment – 1-4 weeks
- E. Traditional Equipment – 2-4 weeks
- F. Playground Replacement Parts – 2-4 weeks
- G. Contained Play – 8-10 weeks
- H. Site Furnishings – 2-4 weeks
- I. Shades – 4 weeks
- J. Water Fountains – 4 weeks
- K. Dog Park Equipment – 6 weeks
- L. Jumping Balloons – 4 weeks.
- M. Surfacing – 2-4 weeks
- N. Fitness Equipment – 6 weeks.
- O. Bleachers – 4 weeks.

5. RETURN POLICY

Eplayz has the right to accept or reject any order, whether placed or not, and refund any monies in full to the Customer. This may occur due to the product no longer being available.

“**ALL SALES ARE FINAL**”, that are “Manufactured to Order”. “Manufactured to Order” refers to Custom Orders. Any order that provides you an option for a color selection or mounting

selection is considered a Custom Order. Eplaygroundz.com reserves the right to Refund, as they see fit, on any order, “Custom or Not”, as a part of settlement on any order or account.

Products that come only in one model or one color scheme can be returned as long as they are:

- A. In the “Original Packaging” and un-opened.
- B. The product is still merchandisable and complete.
- C. The Customer will pay for all shipping and handling charges for the returned items which are subject to inspection. Any products once inspected by eplaygroundz.com, that do not meet the return policy, the Customer will be notified and offered an option to have the equipment returned at their expense. Other options may also be offered at that time.
- D. The refund on the product will be 40% of the product price, less shipping and handling.
- E. There is no refund on used equipment.
- F. Equipment received incomplete, miss-manufactured or damage prior to shipping will be replaced subject to documentation required by Customer Service at eplaygroundz.com. Such notice will be completed within 48 hours of delivery. Equipment damaged during shipping, Eplaygroundz.com will work with the Customer to effectively replace any damaged equipment through the freight company. Eplaygroundz.com will need to be notified within 48 hours of delivery to make such claim against the freight company. Any Notifications after 48 hours of delivery are subject to being rejected for any freight claim.

6. CHANGES, MISPRINTS, ERRORS, OMISSIONS, AND CANCELLATIONS

Subject to applicable law, we: (a) reserve the right to change the goods and services advertised or offered for sale through this Site, the prices or specifications of such goods and services, and any promotional offers and any other Site Materials at any time and from time to time without any notice or liability to you or any other person; (b) cannot guarantee that goods or services advertised or offered for sale on this Site will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale before or after any purchase; (d) do not warrant that the Site Materials (including without limitation product descriptions or photographs) are accurate, complete, reliable, current or error-free; and (e) reserve the

right to cancel, to terminate or not to process orders (including accepted orders) where the price or other material information on this site is inaccurate or when we recognize abuse of our policies. If we do not process an order for such reason, we will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

7. INTELLECTUAL PROPERTIES

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**10. APPLICABLE LAW, VENUE AND LIMITAION OF
ACTIONS**

These terms and conditions shall be governed by and construed in accordance with the laws of the State of New Mexico applicable to agreements made and entirely to be performed within New Mexico, without resort to its conflict of law provisions. Regardless of where you access this site, you agree that any action at law or in equity arising out of or relating to these terms and conditions shall be filed and adjudicated only in the federal or state courts located in Albuquerque, New Mexico, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of these terms and conditions.

11. TERMINATION

Notwithstanding any of these terms and conditions, Eplayz / eplaygroundz.com reserves the right, without notice and in its sole discretion, to terminate your license to use this Site, and to block or prevent future access to and use of this Site if you violate any of these Site Terms or its policies. Upon termination, these Site Terms shall still apply.

12. WARRANTY

The Warranty provided by eplaygroundz.com / Eplayz, et.al., is for that “One Year” on any Equipment or Labor or Services provide. Eplayz / eplaygroundz.com, et. al., reserves the right to extend that, modify or terminate such, at its discretion. Although, the independent Manufacturers supplying the equipment, sold through eplaygroundz.com, may provide additional warranties, unique to its own product which will come with the delivery of the product equipment itself. Such satisfaction of such warranties may be handled through the Customer directly to the Manufacturer or may be handled through eplaygroundz.com’s “Customer Service” at customerservice@eplaygroundz.com. All communications in regards to warranty must have a order number provided