

LEGAL NOTICE / DISCLAIMER

Use of this web site constitutes acceptance of these rules and regulations.

This Agreement describes the terms and conditions applicable to your use of Products and Service at Vikant-EMB.com. We may amend this Agreement at any time by posting the amended terms on our site, which will become effective immediately.

1. Eligibility

Vikant Corporation is a manufacturer of hardware (read/write devices and memory cards) only. All software programs operating Vikant products are manufactured by a third party developers that are not a part of Vikant Corporation. Vikant is not responsible for any software functions, including but not limited to computer interface, operation under different computer operating systems, quality of designs transferred to and from cards, number and quality of embroidery design formats, types of re-writable and pre-programmed design cards available from other card manufacturers. Any use of Vikant products box should adhere to applicable license agreements of all third parties including, but not limited to original embroidery equipment manufacturers, manufacturers of re-writable and pre-programmed cards, embroidery software developers and manufacturers, embroidery design producers, etc. This product must not be used in any way that violates ownership, copyright, trademarks or other intellectual property rights of third parties, such as original embroidery equipment manufacturers, manufacturers of re-writable and pre-programmed cards, embroidery software developers and manufacturers, embroidery design producers, etc.

Our products and services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. If you do not qualify, please do not use our services.

2. Fees

We may change our Prices and Fees policy and the fees for our services from time to time. Any changes to the policy are effective immediately after being posted on the site. We may in our sole discretion change some or all of our products and services at any time. In the event we introduce a new product or service, the fees for that service are effective at the launch of the product service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our products or service and our website and all applicable taxes.

3. Ordering Information

"Ordering Information" is defined as any information you provide to us in the process of ordering of any of our products or services through e-mail or other means of communication. You are solely responsible for Ordering Information, and we act as a passive conduit for your online distribution and publication of Ordering Information. With respect to Ordering Information:

3.1 Ordering Information: (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) shall not be obscene or contain child pornography; (g) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) shall not link

directly or indirectly to or include descriptions of goods or services that are prohibited under this Agreement or you do not have a right to link to or include. Furthermore, you may not submit any item including but not limited to an embroidery design to our site (or consummate any transaction that was initiated using our service) that could cause us to violate any applicable law, statute, ordinance or regulation.

3.2 Solely to enable Vikant-EMB.com and Vikant Corporation to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Ordering Information, in any media now known or not currently known, with respect to Ordering Information. We will only use Ordering Information in accordance with our Privacy Policy.

4. Access and Interference

You will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Vikant-EMB.com site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Ordering Information) from our website without the prior expressed written permission of Vikant-EMB.com or the appropriate third party.

5. Breach

Without limiting other remedies, we may immediately issue a warning and refuse to provide our services to you: (a) if you breach this Agreement or the documents it incorporates by reference; (b) if we are unable to verify or authenticate any information you provide to us; or (c) if we believe that your actions may cause legal liability for you, our users or us.

6. Liability Limit

IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR PRODUCTS, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

7. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

8. Legal Compliance

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our products or service and any items submitted by you, purchase, solicitation of offers to purchase, and sale of items.

9.No Agency

You and Vikant-EMB.com are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

10.Notices

Any notices shall be given by postal mail to Vikant Corporation Attn: Legal Services 6577 Windham Lane, Long Grove, IL 60047 (in the case of Vikant-EMB.com) or to the e-mail address you provide to Vikant-EMB.com during the ordering process (in your case). Notice shall be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Vikant-EMB.com during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

11.Arbitration

Any controversy or claim arising out of or relating to this Agreement or our services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Lake County, IL, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Vikant-EMB.com may seek any interim or preliminary relief from a court of competent jurisdiction in Lake County, IL necessary to protect the rights or property of you or Vikant-EMB.com (Vikant Corporation) pending the completion of arbitration.

12.General

This Agreement shall be governed in all respects by the laws of the State of Illinois as such laws are applied to agreements entered into and to be performed entirely within Illinois between Illinois residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

PRIVACY POLICY

BY DISCLOSING THE INFORMATION TO US, YOU AGREE TO THE TERMS OF THE POLICY.

Vikant-EMB.com recognizes the importance of protecting the privacy of our customers and visitors to our Web site while permitting us to conduct legitimate business by providing services and information of interest to our customers and visitors. Our privacy policy is stated below:

Collection and Storage of Information: We will collect certain personal information, including your name, address, and e-mail address, when you register for our services or purchase our products. We maintain this information in our customer database. We may also collect additional information, such as in connection with special offers, contests, or other promotions.

Use of Information: The information provided is used to provide the service or product requested; to enable us to contact you back; to provide you with information about related products and services; to improve our Web site and for development of new products and services; The information you provide us, will not be forwarded to any third party. Vikant-EMB.com is not responsible for the privacy policies of Web sites to which this site may link.