



[MasterNegotiator.com](http://MasterNegotiator.com)

## **Terms and Conditions**

### **Terms & Conditions – User Agreement**

MasterNegotiator.com User Agreement

#### **User Agreement**

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH MASTERNEGOTIATOR OFFERS YOU ACCESS TO OUR SERVICES.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and Privacy Policy before using any services through MasterNegotiator.com. If you do not agree to be bound by the terms and conditions of this Agreement; then do not use or access this service. Please read the following Terms carefully.

MasterNegotiator provides its service to you, subject to the following Terms, which may be updated by us from time to time without notice to you and it is your responsibility to review this Agreement. This Agreement is effective upon your acceptance of these Terms during the registration process.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to this Agreement and these Terms. You understand and agree that the Service is provided "AS-IS" and that MasterNegotiator assumes no responsibility for the timeliness, deletion, modification, mis-delivery or failure to store any communications or personalization settings. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS AND EMPLOYEES PROVIDE OUR WEB SITE WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS and EMPLOYEES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

You agree to indemnify and hold MasterNegotiator, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by you or any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of these Terms, Feedback left by you or about you or your violation of any rights of another. Because we are a collaboration tool, in the event that you have a dispute with one or more users, buyers or suppliers, or the web site itself, you agree to release MasterNegotiator and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and/or the use of this site



[MasterNegotiator.com](http://MasterNegotiator.com)

## **Terms and Conditions**

ANY TRANSACTION CONDUCTED ON THIS SITE IS AT YOUR OWN RISK. MASTERNEGOTIATOR ASSUMES NO RESPONSIBILITY FOR AND IS NOT INVOLVED IN THE EXECUTION OF ANY TRANSACTIONS.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **Trademarks**

MasterNegotiator.com, MasterNegotiator and other marks indicated on our site are registered trademarks of MasterNegotiator and/or its affiliates. All other trademarks not owned by MasterNegotiator.com or its affiliates that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by MasterNegotiator.com or its affiliates.

### **Copyright**

MasterNegotiator.com, MasterNegotiator, and all services on the web site are copyrighted by MasterNegotiator and/or their respective owners. You may not in any way translate, reverse engineer, decompile, replicate, or disassemble the software, database(s), interfaces or web site for any purpose, without express written permission from MasterNegotiator. You agree not to use your membership as a means to develop a competitive product to MasterNegotiator.

### **Eligibility**

In consideration of your use of this Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or MasterNegotiator has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MasterNegotiator has the right to suspend or terminate your account and access to this site and refuse any and all current or future use of the Service (or any portion thereof). If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

### **Fees and Services**

There are no fees associated with MasterNegotiator.com. MasterNegotiator is a supplier sponsored marketing site.

MasterNegotiator acts as an online collaboration tool and marketing platform to inform businesses of existing insider deals with a variety of vendors. We are not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality, safety or legality of the services/items transacted; the accuracy of the



[MasterNegotiator.com](http://MasterNegotiator.com)

## Terms and Conditions

information or specifications provided; the ability of users or buyers to buy items, the ability of users or suppliers to deliver items promised or the ability of buyers to pay for items. We cannot ensure that a user, buyer or seller will actually complete a transaction or that the transaction will be completed in a satisfactory manner. We encourage you to communicate directly with potential trading partners through the tools available on the Site or by other commercially available means that you might normally use in conducting transactions. IT IS YOUR SOLE RESPONSIBILITY TO QUALIFY THE SUPPLIER OR BUYER THAT YOU CHOOSE TO DO BUSINESS WITH.

You understand that all information, data, text, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person/business from which such Content originated. This means that you, and not MasterNegotiator, are entirely responsible for all Content that you upload, post, list, email, submit, transmit or otherwise make available via this site. You understand that by using this site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will MasterNegotiator be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, listed or otherwise made available via the Service.

Information is defined as any data or content you provide to us or other users in the registration, or information request process, in any public message area (including forum or feedback areas) or through any email or form feature. You are solely responsible for any Information entered or posted by you, and we act as a passive conduit for your distribution of that Information to our partners and sponsors. Furthermore, you may not list any information on the Site (or consummate any transaction that was initiated using our service) that, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates any patent, trademark or intellectual property rights.

You acknowledge that MasterNegotiator may or may not pre-screen your submitted information, but that MasterNegotiator and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or deny any requests for information or applications that is available via the Service of this site and its partners. Without limiting the foregoing, MasterNegotiator and its designees shall have the right to remove any information that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by MasterNegotiator, including without limitation information in MasterNegotiator Message Boards, and in all other parts of the Service.

MasterNegotiator uses commercially available backup systems. We can not guarantee that data posted to MasterNegotiator will be available when you need it. There may be times that data will be lost or destroyed. MasterNegotiator does not take any responsibility for loss of data.



[MasterNegotiator.com](http://MasterNegotiator.com)

## Terms and Conditions

### Use of MasterNegotiator

You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content from the Site without the prior expressed written permission of MasterNegotiator and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass other measures we may use to prevent or restrict access to the Site.

You acknowledge, consent and agree that MasterNegotiator may access, preserve, and disclose your account information and submitted data if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or posted safety of MasterNegotiator, its users and the public.

Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on MasterNegotiator, in whole or in part, is strictly prohibited.

### TERMINATION

You agree that MasterNegotiator may without prior notice, immediately terminate your MasterNegotiator account, and/or remove any data associated the account. Cause for such termination may include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) you have engaged in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services or the services of our partners. Termination of your MasterNegotiator account includes (a) removal of access to all offerings within the Service, including but not limited to MasterNegotiator Domains, and, Message Boards, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), (c) restriction of your I.P. Address or Domain, and (d) barring further use of the Service. Further, you agree that all terminations shall be made in MasterNegotiator's sole discretion and that MasterNegotiator shall not be liable to you or any third-party for any termination of your account, loss of business, loss of data or denied access to the Service.



[MasterNegotiator.com](http://MasterNegotiator.com)

## **Terms and Conditions**

### **No Agency**

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

### **GENERAL INFORMATION**

These Terms constitute the entire agreement between you and MasterNegotiator and govern your use of this site, superseding any prior agreements between you and MasterNegotiator with respect to this site. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other MasterNegotiator services, affiliate services, third-party content, or third-party software.

These Terms and the relationship between you and MasterNegotiator shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. You and MasterNegotiator agree to submit to the exclusive jurisdiction of the courts located within Montgomery County, Pennsylvania.

The failure of MasterNegotiator to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this tool or these Terms must be filed within one (1) year after such claim or cause of action occur or to be forever barred from bringing such claim or cause of action.

Alternatively, MasterNegotiator will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in Montgomery County, Pennsylvania or another location mutually agreed upon by the parties.

### **Other**

The services hereunder are offered by MasterNegotiator, located at:  
724 Fitzwatertown Road, Willow Grove, PA 19090.