

TERMS AND CONDITIONS

THEAQUAPOD.COM, WEB SITE TERMS OF USE

THANK YOU FOR SHOPPING AT THEAQUAPOD.COM. PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING OUR WEB SITE, YOU INDICATE YOUR UNCONDITIONAL ACCEPTANCE OF THESE TERMS OF USE.

THEAQUAPOD.COM ("THEAQUAPOD.COM", "Great American Projects, Inc.", "we" or "us") maintains this web site (the "Site") as a service to our customers, potential customers, and other interested parties. Please visit us frequently, browse our pages, purchase, and download materials subject to the terms and conditions set out below.

Use of THEAQUAPOD.COM's Web Site and its content. We may alter, suspend, or discontinue this Site in whole or in part, at any time and for any reason, without notice or cost. The Site may periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

No part of this Site may be reproduced, published, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold or used in any sale, or exploited in any way, in whole or in part. or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording, except that we authorize you for personal, non-commercial use only to view, copy, download, and print posted documents (such as product descriptions, prices, forms, and FAQs) that are available on this Site, subject to the following conditions: (1). The documents may be used solely for internal informational purposes. (2). The documents may not be modified. (3). Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any documents displayed on this Site, through the use of framing or otherwise, except: (a) as expressly permitted by these terms of use; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Site.

If you cannot act in accordance with these Terms of Use, please do not use this Site.

Indemnification. By using this Site, you agree to indemnify, hold harmless and defend THEAQUAPOD.COM and their respective officers, directors, employees, successors, agents, subsidiaries, partners, contractors, vendors, manufacturers, distributors representatives and affiliates from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim (including without limitation, claims made by third parties for infringement of intellectual property rights) by a third party that arises in connection with your use of this

Site. You agree to cooperate as fully as reasonably required in the defense of any claim. THEAQUAPOD.COM reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Communicating Electronically. When you visit this Site or e-mail us, you are communicating electronically. We will email you or put notices on this Site to communicate with you. By e-mailing us or submitting an order through this Site, you agree that any requirement that a document be in writing is fulfilled by being sent electronically.

Intellectual Property Rights. Unless stated otherwise, all text, images, content, information, and/or other intellectual property contained on this Site are copyrighted, trademarked, owned, controlled and/or licensed by THEAQUAPOD.COM, their affiliates, or by third parties who have licensed their materials to THEAQUAPOD.COM, and all such materials are protected by U.S. and international copyright laws, and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, "THEAQUAPOD.COM" is a registered trademark of THEAQUAPOD.COM. Any other product names are trademarks or registered trademarks of their respective owners.

THEAQUAPOD.COM and its licensors and suppliers expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials on this Site at any time. No one is given any rights relating to any intellectual property of or to any license to THEAQUAPOD.COM or to any third party's intellectual property rights by using this Site.

Our graphics, logos, page headers, button icons, scripts, service names, design marks, slogans and other components of our Site and related materials are trademarks or trade dress of THEAQUAPOD.COM and its affiliates. THEAQUAPOD.COM's trademarks or trade dress may not be used in connection with any product or service that is not THEAQUAPOD.COM's, in any manner that is likely to cause confusion among customers, vendors, shoppers, or any other party, or in any manner that disparages or discredits THEAQUAPOD.COM. All other product marks appearing from time to time on this Site with respect to the products being offered for sale are the property of their respective owners.

Neither this Site nor any of its content nor any related software may be reproduced, published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold or used in any sale, or exploited in any way, in whole or in part.

Site Access and Limited License. A limited license to visit and use this Site for your personal use is granted to you by THEAQUAPOD.COM. The materials on this Site, including, without limitation, images, text, illustrations, designs, icons, photographs, programs, and written and other materials that are part of this

Site are intended to be used only as an aid to shopping on this Site and may not be used by you for any purpose other than solely for personal, non-commercial use. You are not permitted to download (other than page caching) or change any portion of this Site, unless you have the express written consent of THEAQUAPOD.COM. This license does not allow for any resale or commercial use of this Site or its content. You may not collect listings of products, prices, descriptions, use any portion of the content in any derivative way, download, or copy information or other matter for use of any other party. You may not gather information and data from mining, robots or other extraction tools. Neither this Site nor any part of it can be copied in any way or used commercially without express written permission from THEAQUAPOD.COM.

Without our prior written consent, you may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of THEAQUAPOD.COM or any of its affiliates. Any use of any meta tags or any other "hidden text" utilizing this Site's name or THEAQUAPOD.COM's or any of its affiliate's names or trademarks without the express written consent of THEAQUAPOD.COM is strictly prohibited. THEAQUAPOD.COM grants you a limited, revocable, and nonexclusive right to create a hyperlink to the home page of THEAQUAPOD.COM, provided that the link does not portray either this Site or THEAQUAPOD.COM, its affiliates, or their products or services in any false, misleading, derogatory, or otherwise offensive manner. Any use of the THEAQUAPOD.COM logo or any other proprietary graphic or trademark of THEAQUAPOD.COM or any of its affiliates as part of any link without our express written permission is strictly prohibited. The permission or license granted to you by THEAQUAPOD.COM to use this Site shall terminate automatically upon any unauthorized use by you.

Accuracy of Content; Future Modifications to Web Site. The information on this Site is believed to be complete and reliable; however, the information may contain typographical errors, pricing errors, and other errors or inaccuracies. Errors will be corrected as soon as practicable. We reserve the right to: (i) revoke any stated offer; (ii) correct any errors, inaccuracies or omission; and (iii) make changes to prices, content, promotion offers, product descriptions or specifications, or other information without obligation to issue any notice of such changes (including after an order has been submitted, acknowledged, shipped or received). If a product offered by us is not as described, your sole remedy is to return it in unused condition.

Colors. Every effort is made to show all the colors of our products as true and accurate to the actual item. The accuracy and fidelity of the colors, however, is dependent on your pc, monitor quality, and settings. Therefore, we cannot guarantee the accuracy or fidelity of any color represented on our Site.

Submitted Content. THEAQUAPOD.COM does not claim ownership of any materials you make available through the Site. THEAQUAPOD.COM's sole discretion, such materials may be included in the service in

whole or in part or in a modified form. With respect to such materials you submit or make available for inclusion on the Site, you grant THEAQUAPOD.COM a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant and covenant that any materials you provide do not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license.

Quantity Limits & Dealer Sales. THEAQUAPOD.COM reserves the right, at its sole discretion, to limit the number of items purchased per person, per household, or per order (including after an order has been submitted and/or acknowledged). These restrictions also may be applicable to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address, or are placed by dealers. If this limit applies, we will notify you.

If you are interested in purchasing multiple quantities of items for a corporation, institution, or not-for-profit organization, please [click here](#) to contact us. **Children under 18 years of Age.** It is not our intent to collect personal information about children under the age of 13. A child who is 13 but not yet 18 years of age may only use this Site if a parent or legal guardian agrees to be bound by the Terms of Use on the child's behalf. If you are a parent or guardian of a child between the ages of 13 and 18, you are financially and legally responsible for the child's actions on this Site. No person under 13 years of age may use this Site.

Any information concerning billing and registering must be truthful and genuine. If you give information that is incorrect, it is a breach of the Terms of Use. When you confirm your order, you are agreeing to pay for the goods ordered.

Site Security. It is prohibited to violate or attempt to violate the security of this Site in any manner, including, without limitation; (a) obtaining or attempting to obtain data that is not intended for you; (b) gaining unauthorized access to an account; (c) attempting to breach security without permission; (d) testing the vulnerability of this Site; (e) attempting to interfere with this Site, including the host, network, or user, in any manner; (f) sending emails that were not solicited, including ads and promotions; or (g) forging a TCP/IP packet header or any part of header information. These violations could result in civil or criminal penalties. THEAQUAPOD.COM will investigate violations and will work with legal authorities to prosecute violators to the fullest extent of the law.

Acceptance of Your Order. You will not be charged until your order is verified, payment authorized, and your order has entered the shipping process. We reserve the right to decline your order at our sole discretion. Some of the reasons we may decline the order are if the goods are unavailable, if pricing is in

error, or if there are problems concerning credit or fraud. We will contact you if we decide to decline your order or if we need more information. If we decline your order, we will credit your credit card for any amount charged with respect to such order.

Prohibited Conduct. Suggestions, ideas, comments, questions, or other information may be submitted to us, but any illegal, obscene, threatening or defamatory content and any content that is invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable is strictly prohibited.

You agree to use this Site only for lawful purposes. Notwithstanding any other rights or restrictions in these Terms of Use, you may not use this Site to: (1) transmit via or through the site any information, data, text, images, files, links, or software except in connection with your authorized use of this Site or otherwise in response to specific requests for information by us; (2) introduce software viruses, political campaigning, chain letters, mass mailings, commercial solicitation, worms, Trojan horses and/or harmful code on the Internet; (3) obtain unauthorized access to any computer system; (4) impersonate any other person, including but not limited to, a registered user of this Site or an THEAQUAPOD.COM employee; (5) invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity; (6) misrepresent the identity of a user; (7) tamper with or obtain access to this Site or any component of this Site; (8) conduct fraudulent activities; or (9) collect or harvest information regarding other users of the Site for any reason whatsoever, including, without limitation, for sending such users unsolicited commercial e-mail.

We may disclose any content, electronic communication, evidence or potential evidence of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate THEAQUAPOD.COM; (iii) to protect the rights or property of THEAQUAPOD.COM, its affiliates, subsidiaries, you or others; (iv) to prevent fraud; (v) for credit risk reduction; and (vi) to enforce or apply these Terms of Use.

Fraud. THEAQUAPOD.COM actively reports and prosecutes actual and suspected credit card fraud.

We may require further authorization from you such as a telephone confirmation of your order and/or other information. Our decision to require further authorization is at our discretion. THEAQUAPOD.COM reserves the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected.

THEAQUAPOD.COM captures 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 THEAQUAPOD.COM order is suspected to be fraudulent, all records will be submitted with or without a subpoena to all law enforcement agencies and to the credit card company for fraud investigation.

THEAQUAPOD.COM will cooperate with authorities to prosecute offenders to the full extent of the law.

Copyright Infringement; Notice and Take Down Procedures. If you believe that any materials on this Site infringe your copyright, you may request that they be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must: (1) identify the allegedly infringing materials; (2) indicate where an authorized version can be obtained; (3) provide your name and contact information; (4) state that you have a good faith belief that the materials are infringing; (5) state that the information in your claim is accurate; and (6) indicate that "under penalty of perjury" you are the lawful copyright owner or are authorized to act on the owner's behalf. Our contact for copyright issues relating to this Site is: Great American Projects, Inc., 8249 Siege Rd, Mechanicsville, VA 23111, 866-924-5552. Sales@theaquapod.com

Disclaimer of Warranty. ALL TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS SITE ARE PROVIDED ON AN "AS AVAILABLE" AND "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, THEAQUAPOD.COM DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THIS SITE IS FREE OF ERRORS; (ii) THE FUNCTIONS CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THIS SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability. IN NO EVENT SHALL THEAQUAPOD.COM OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE BE LIABLE TO ANY USER OF THE THEAQUAPOD.COM WEB SITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE THEAQUAPOD.COM WEB SITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF THEAQUAPOD.COM HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THEAQUAPOD.COM' TOTAL LIABILITY (OR THE TOTAL LIABILITY OF ANY THIRD PARTY PROVIDING INFORMATION ON THIS SITE) TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THIS SITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED ONE DOLLAR (U.S.\$1.00).

You hereby acknowledge that the preceding paragraph shall apply to all content, merchandise and services available through the Site. Because some states do not allow the exclusion or limitation of liability for

consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

Privacy Issues. We are concerned about privacy matters for our customers. Please review our Privacy Policy, which also governs your visit to our Site.

Risk of Loss. The items purchased from our Site are shipped by a third party carrier pursuant to a shipment contract. As a result, risk of loss and title for such items pass to you upon our delivery to the carrier.

Submission of Ideas, Comments and Questions. We welcome your feedback about our Site and its contents. However, any comments, ideas, notes, messages, suggestions or other communications (collectively, "Submissions") shall be and remain the exclusive property of THEAQUAPOD.COM. As such, we will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Submissions. UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY SUBMISSION TO THEAQUAPOD.COM BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE SUBMISSION TO THEAQUAPOD.COM, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE SUBMISSION AND YOU AGREE THAT ANY SUBMISSIONS BY YOU WILL NOT VIOLATE ANY RIGHT OF ANY THIRD PARTY, INCLUDING COPYRIGHT TRADEMARK, PRIVACY OR OTHER PERSONAL OR PROPRIETARY RIGHTS. YOU ALSO AGREE THAT NO SUBMISSION BY YOU WILL BE OR CONTAIN LIBELOUS OR OTHERWISE UNLAWFUL, ABUSIVE OR OBSCENE MATERIAL. YOU ARE AND SHALL REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF ANY SUBMISSIONS YOU MAKE. YOU REPRESENT AND WARRANT TO THEAQUAPOD.COM THAT THEAQUAPOD.COM IS FREE TO IMPLEMENT THE SUBMISSION IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY THEAQUAPOD.COM, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.

Links to Third-Party Web Sites. This Site may contain links to non-THEAQUAPOD.COM web sites. These links are provided to you as a convenience, and you access them at your own risk. We are not responsible for the content of any linked web site or any bulletin board associated with us. Any outside web site accessed from our Site is independent from THEAQUAPOD.COM, and we have no control over the content of such web sites.

No Implied Endorsements. In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by us of that third party or of any product or service provided by a third party. Likewise, a link to any non-THEAQUAPOD.COM web site does not imply that we endorse or accept any responsibility for the content or use of such a web site.

Termination of Use. The Company may, in its sole discretion, terminate or suspend your use or access to all or part of the Site, for any reason, including without limitation, breach of these Terms of Use. If at any

time, we notify you that your access to and /or use of the Site is terminated, you must cease and desist from all such access and/or use immediately. In the event these Terms of Use are terminated, the restrictions regarding intellectual property matters, the representations and warranties, indemnities, and limitations of liabilities set forth herein (as well as any other of your obligations which by their nature should survive termination) will survive termination.

General. These Terms of Use constitute the entire agreement between the parties relating to the subject matter herein. We may, at our sole discretion and without notice, revise these terms at any time by updating this posting.

We make no representation that information on this Site is appropriate or available for use outside the United States. Those who choose to access this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

We reserve the right to make changes to the Site and our policies and promotions at any time.

We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion.

Enforcement of Terms of Use. By visiting THEAQUAPOD.COM, you agree that the laws of the state of Virginia, without regard to principles of conflict of laws, will govern the Terms of Use and any dispute of any sort that might arise between you and THEAQUAPOD.COM or its affiliates.

For Additional Information. If you have any questions about these Terms of Use, please contact sales@THEAQUAPOD.COM.

Our Address: Great American Projects, Inc., 8249 Siege Rd, Mechanicsville, VA 23111. Last Updated: April 23, 2011