

Terms of Use

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Use of the Site

During your use of the Site, you may be asked to provide personal information or data to us in order to receive newsletters or other information about our products and services to assist you with your needs. Our information collection and use policies with respect to the privacy of personal information are set forth in the Site's Privacy Policy which is incorporated herein by reference. Please read our Privacy Policy before submitting any personal information. You acknowledge and agree that you are solely responsible for the accuracy and content of all personal information and any other data you submit. We cannot be responsible for maintaining any information that you provide to us, and we may delete or destroy any such information at any time.

Use of the Site for the any following purposes or activities is strictly prohibited:

- a) conducting or supporting illegal activity of any type whatsoever; b)
- transmitting or storing worms or viruses or any code of a destructive nature; c)
- threatening, harassing, abusing, impersonating, injuring or intimidating others;
- d) interfering with others' use of the Site, unless such interference is for the purpose of complying with another section of these Terms of Use; e)
- delivering spam or collecting information to deliver spam, or sending unsolicited email advertisements; f) decompiling, disassembling, reverse

engineering or otherwise attempting to discover any source code contained in the Site; g) disguising the origin of any content transmitted through the Site or manipulating your presence on the Site; and/or h) causing the launch of any automated system(s) that accesses the Site in a manner that sends more request messages to servers of the Site in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser.

User Accounts

We may enable you to establish an account on the Site with a user name and password. If so, you are responsible for maintaining the strict confidentiality of your account password, and you are responsible for any activity under your account and password. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us when you desire to cancel your account on the Site. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

Disclaimer of Warranties

All content, materials and services provided on this Site, without limitation, are given on an "as is" and "as available" basis, without warranty of any kind, either express or implied, including, without limitation, any warranty for information, data processing services, uninterrupted access, or any warranties

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Limitation of Liability

To the fullest extent permissible under applicable law, in no event shall we or any of our directors, officers, or employees, or those of our agents, affiliates, or content or service providers (hereinafter associated entities) be liable for damages of any kind whatsoever including, but not limited to, direct, indirect, special, incidental, consequential, exemplary or punitive arising from, or directly or indirectly related to, your use of or inability to use this Site or its content, materials and functions. Without limitation, no liability shall arise from any loss of revenue or anticipated profits or lost business or lost sales, even if we and/or our associated entities are advised of the possibility of such damages. Some jurisdictions do not allow the exclusions of certain implied warranties, so some of the above exclusions may not apply to you. In such case, the maximum liability of us shall not exceed the amount paid by you for access to this Site. In no event shall we or our associated entities be liable for

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Links from our Site

Our Site contains links to other third-party websites maintained and operated by persons and/or companies outside of Overstock Outlet, LLC. We provide these links for your assistance and information. The existence of a linked website does not constitute an endorsement by us of the website or its content, products, services, advertising or other materials.

You understand and agree that we are not responsible or liable, directly or indirectly, for the availability or content of any linked website - or for any of the goods, services, or advertising available from these sites.

Applicable Laws

We control and operate this Site from our offices in the United States of America. We are not licensed outside of the United States, and we are not soliciting business outside of the United States. We do not represent that materials on the Site are appropriate or available for use in other nations or other locations. Persons who choose to access this Site from other locations do so on their own initiative and are responsible for all aspects of compliance with local laws. These Terms of Use, and the agreement they create, shall be governed by and interpreted according to the laws of the State of Missouri, without giving effect to the State of Missouri's conflict of laws principles. You agree that any use of action that may arise under our Terms of Use shall commence and be heard in the appropriate court in the State of Missouri. You

agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Missouri. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of this agreement is found by a court to be unlawful, void or unenforceable, it shall not affect the validity and enforceability of any remaining provisions. We may modify these Terms of Use at any time, simply by updating and posting these Terms of Use on the Site and without notice to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Site or the Terms of Use must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

Governing Law; Venue; Fees

The Site is governed exclusively by the laws of the State of Missouri, without regard to conflict-of-law provisions. In any related action, state and federal courts in Orange County, Missouri shall be the sole and exclusive venue, and by using it, you expressly and irrevocably consent and submit to the jurisdiction of such courts, and that such venue is convenient. The prevailing party (on the main issue(s)) is entitled to recover its costs and expenses, including reasonable attorneys' and expert witness fees, whether an action was commenced or not. A party shall not be deemed to have prevailed merely because a covenant herein is blue-penciled to such party's disadvantage.

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