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FURTHER, YOU AGREE TO THE USE OF ELECTRONIC DOCUMENTS FOR ALL TRANSACTIONS AND COMMUNICATIONS RELATED TO THIS IPS CART

Any references to "User", "You", "Your", or "Authorized User" refer to You or Your institution or business and all its related affiliates, agents, or employees who use this IPS CART.

TERMS AND CONDITIONS

NOTICE: When you call us to place an order for a book available from a third-party website, We will enter your personal information within that third party website on your behalf to complete the order and payment process. Your name, address, phone number, and e-mail address, if any provided will be shared with the owner/operator of the website. You should review the third party's website privacy policy to understand how the third party collects and shares your personal information.

1. PURCHASE TERMS. All products will be shipped to the shipping address You provide, within the service time-frame specified below after being accepted by Us. We cannot make any changes to your order or cancel your order after you have submitted it.

We accept payments by credit card (AMEX, Mastercard, Visa). All list prices are exclusive of sales tax, which is applied to orders at check out. You hereby give permission to IPS to charge the credit card provided. The total order price, including shipping and handling fees as well as taxes as applicable to your order will be charged to the credit card you provide us at the time of order shipment. IPS will not be responsible for any duties, taxes, or charges outside of the United States.

Standard shipping

Standard shipping is calculated based on the shipping method You select at checkout unless otherwise specified in the IPS Cart. Available items will be charged and dispatched within 1-3 business days. You will receive tracking information by email when your order has been shipped if available. Where using non-trackable shipping methods (such as U.S.P.S; Mail Innovations), claims for lost shipments or damages in transit are not accepted. Delivery time is 2-3 business days for the East Coast and 4-5 days for all other locations except AK, HI and VI (up to 8 days). Please note that these delivery times are approximate values stated by our delivery partners and cannot be guaranteed. We reserve the right to change shipping methods.

Please note that P.O. Box, Army Post Office (APO) and Fleet Post Office (FPO) addresses are not accepted.

The time of delivery is an estimate only and We shall not be liable for any late delivery of the products or any consequential loss or damage caused as a result. You agree the shipping terms for all products are FOB shipping point and ownership transfers to the customer upon shipment. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Customer Support

To find out more about specific delivery times for your ZIP code or general customer care support, please contact our Customer Care Team at ordersupport@ingramcontent.com or call at 1-844-841-0258.

Returns Policy

If You choose to return an item, You are eligible for a full refund of the purchase price and applied taxes. You are responsible for the cost of shipping the item back to Us. Conditions: Undamaged products must be in sellable, like new condition and include all original materials.

If the products You receive are not as ordered, or if your shipment arrives damaged, You may be eligible for a full refund of the purchase price, applied taxes, and original shipping costs. You are responsible for the cost of shipping the item back to Us. All products will be inspected before being accepted.

Prompt Notice of Shipping Errors, Damages, Defective Products. FOR ELIGIBILITY CONSIDERATION UNDER OUR RETURNS POLICY, WE MUST BE NOTIFIED OF ANY ALLEGED SHIPPING ERRORS AND/OR DAMAGED/DEFECTIVE PRODUCTS WITH RESPECT TO PRODUCT DELIVERED HEREUNDER WITHIN THIRTY (30) BUSINESS DAYS AFTER YOUR RECEIPT OF PRODUCT, REGARDLESS OF THE ALLEGED PROBLEM OR CAUSE FOR RETURN.
Receiving Your Refund: Once your returned product is received, inspected and approved, any refund amount will be processed to the credit card used in the original purchase. It often takes credit card issuers 4-6 weeks to post the money to your account.

Returns must include the original packing slip and shipped to:
201 Ingram Drive
ATTN: Returns
Roseburg, OR 97471

2. USER OBLIGATIONS. You represent that You are at least the legal age of majority and will, at all times, provide true, accurate and complete information when submitting any information to the IPS Cart, including when You provide information during registration or on other forms. In addition, You agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the IPS Cart or not use this site if any applicable laws forbid its use. In addition, You also acknowledge and agree that use of the internet and access to or transmissions or communications with the IPS Cart is solely at Your own risk. While IPS has endeavored to create a secure and reliable IPS Cart, you understand that the confidentiality of any communication or material transmitted to or from the IPS Cart over the Internet or other form of global communication network cannot be guaranteed. IPS is not responsible for the security of any information transmitted to or from the IPS Cart. You agree to assume all responsibility concerning activities related to Your use of the IPS Cart.

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5. TERM AND TERMINATION. This TOU and Your right to use the IPS Cart will take effect at the moment you access, or use the IPS Cart and is effective until terminated as set forth below. IPS reserves the right at any time if You violate any term or condition of this TOU, to deny your access to the IPS Cart or to any portion thereof in order to protect its name and goodwill, its business, and/or other users. Termination will be effective without notice. You may also terminate this TOU at any time by ceasing to use the IPS Cart, but all applicable provisions of this TOU will survive termination.

6. PRIVACY POLICY. Please see our Privacy Policy for a summary of personal identifying information collection and use practices.

7. LIABILITY DISCLAIMER. THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. IPS AND/OR ITS SUPPLIERS OR AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS SITE FOR ANY PURPOSE. ALL SUCH INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IPS, ITS AFFILIATES AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL IPS, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF IPS, ITS AFFILIATES AND/OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF IPS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE IPS CART SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO IPS IN CONNECTION WITH THE USE OF THIS IPS CART FOR THE PRIOR THREE MONTHS.

8. INDEMNITY. You agree to defend, indemnify, and hold harmless IPS and its affiliates, employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses) relating to or arising from any breach by You of this TOU. You acknowledge that any breach, threatened or actual, of this TOU may cause irreparable injury to IPS, such injury would not be quantifiable in monetary damages, and IPS would not have an adequate remedy at law. You therefore agree that IPS shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Your obligations under any provision of this TOU.

9. GOVERNING LAW. This TOU has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Tennessee, U.S.A. as applied to agreements entered into and completely performed in the State of Tennessee. You and IPS each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in Middle Tennessee in the State of Tennessee for any disputes between us under or arising out of this TOU. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this TOU and acknowledge that either party may seek attorney’s fees in any proceeding. Any claim You might have against IPS must be brought within ONE (1) year after the cause of action arises, or such claim or cause of action is barred. You
access the IPS Cart on your own volition and are responsible for compliance with all applicable local laws with respect to Your access and use of the IPS Cart.

10. **WAIVER, NO JOINT VENTURE, SEVERABILITY.** Failure by IPS to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver by IPS of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this TOU is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between You and IPS as result of this TOU or Your utilization of the IPS Cart. Headings herein are for convenience only. This TOU shall be deemed to include all other notices, policies, disclaimers, and other terms contained in this IPS Cart; provided, however, that in the event of a conflict between such other terms and these Terms, the terms contained herein shall control.

11. **PROPRIETARY RIGHTS.** This TOU provides You with a limited license to access and use the IPS Cart. You expressly acknowledge and agree that IPS transfers no ownership or intellectual property interest or title in and to the IPS Cart to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, and arrangement of any content contained on or available through the IPS Cart, unless otherwise indicated, are owned, controlled, and licensed by IPS, other third parties, or its successors and assigns and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, IPS does not grant any express or implied right to you or any other person under any intellectual or proprietary rights. Accordingly, your unauthorized use of the IPS Cart may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. Please be aware that IPS does enforce its intellectual property rights to the fullest extent of the law. This IPS Cart is Copyright © 2019 All rights reserved. Any downloadable or printable programs, directories, databases, information, or materials available through the IPS Cart and all copyrights, trade secrets, and know how related thereto, unless otherwise indicated, are owned by IPS or other third parties. This Site, IPS, the IPS logo, and all other names, logos, and icons identifying IPS and its programs, products, and services are proprietary trademarks of IPS, and any use of such marks, including, without limitation, as domain names, without the express written permission of IPS is strictly prohibited. Other service and entity names mentioned herein may be the trademarks and/or service marks of their respective owners.

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**Claims of Copyright Infringement Process and Requirements**

Submit your complaint using this Claim of Copyright Infringement.pdf form or with the below required information to copyrightagent@ingramcontent.com and we will respond based on your allegation.

In order to evaluate your allegation, the following information is required:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

copyrightagent@ingramcontent.com

Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

For all other website questions, contact ordersupport@ingramcontent.com with questions about content or functionality with this IPS Cart.