

Policy & Agreement

Equipment Buyers:

Price, specifications and terms of offers are subject to change without notice. Shadowdancers L.L.C. is not responsible for typographical and/or photographic errors. Retail products are accompanied by the original manufacturer warranty. Shadowdancers L.L.C. does not offer any technical support or sales advice. Customer pays return shipping charges for all RMA services. Shadowdancers L.L.C. reserves the right to refuse service to anyone.

Payment Methods

- PayPal
- Pre-paid company check, personal check, cashier's check or money order (Note: Pre-paid methods, including cashier's checks, take slightly longer to process because all payments must first clear with the bank due to the risk of fraudulent checks.)
- No Purchase Orders, Fax or C.O.D. orders please. Please accept our apologies but Shadowdancers L.L.C. does not accept international credit cards at this time.

Shipping Methods

- FedEx 3Day Express Saver - 3 to 4 business days + 24-48 hours to process the order.
- FedEx 2Day - Delivery within 2 business days + 24-48 hours to process the order.
- FedEx Standard Overnight - Delivery within 1 business day + 24-48 hours to process the order.
- UPS Ground - 5 to 7 business days + 24-48 hours to process the order.
- UPS 3Day - 3 business days + 24-48 hours to process the order.
- UPS 2Day - 2 business days + 24-48 hours to process the order.
- UPS Red Next Day Residential - Delivery within 1 business day + 24-48 hours to process the order.
- Large Item Delivery and White Glove Delivery - 3 to 5 business days + 24-48 hours to process the order.
- USPS, Media Mail - Delivery within 2 to 9 business days + 24-48 hours to process the order. (This applies to DVD purchases only.)
- USPS - APO/FPO orders welcome! Delivery will take approximately 2 to 6 weeks + 24-48 hours to process the order. (Due to military APO/FPO box size, 19" and larger monitors cannot be shipped via this method; please remove them from your shopping cart before proceeding.)
- For Hawaii and Alaska customers, FedEx can only ship via 2Day Air and the shipping time will not be guaranteed. Therefore, Shadowdancers L.L.C. will default to and charge for 2Day Air.
- FedEx only offers 2Day service to Hawaii and Alaska. If you have selected FedEx Saver as your preferred shipping option and attempt to checkout, the shipping method will default to 2Day and you will subsequently be charged accordingly.

- All orders require 24-48 hours processing time before shipping.
- Shadowdancers L.L.C. does not process orders during weekends.
- No deliveries will be made on Saturday or Sunday.
- Shadowdancers L.L.C. does not guarantee same day shipping.
- Shadowdancers L.L.C. does not offer International/Canadian shipping options at this time.
- All orders shipped within California, New Jersey and Tennessee will be charged state sales tax. Please note that the sales tax for New Jersey and Tennessee orders is calculated based upon the total price of the order, including shipping and handling. The tax imposed by these states on shipping and handling is part of the state sales tax, not a separate tax.
- Exact delivery times to Hawaii, Alaska and Puerto Rico cannot be guaranteed.

Price Matching

Shadowdancers L.L.C. does not price match competitors but will honor our advertised prices on Pricewatch.com. For your convenience, all of our most current pricing is listed on our Web site and updated in real-time. Prices are non-negotiable.

Cross-Ship

Shadowdancers L.L.C. does not cross-ship CPUs under any circumstance. All other items may be cross-shipped if the following criteria are met:

1. The customer first agrees to purchase the replacement item.
2. The same make/model item is in stock. Return shipping costs are the sole responsibility of the customer. Return shipping is a service paid to a shipping courier so they will transport your authorized return to Shadowdancers L.L.C..
3. Under no circumstance will Shadowdancers L.L.C. cross-ship merchandise beyond 30 days from the original invoice date.

Bundle Specials

Bundle Specials are offered to Shadowdancers L.L.C. shoppers as a way to purchase multiple items together at a discounted price. Only one of each Bundle Special can be purchased per order. Offers valid only while supplies of all items within the bundle last. If you attempt to purchase multiple units of a Bundle Special, be advised that items with a mail-in rebate will yield only one redeemable rebate offer (per the manufacturer's "limit one per household" provision). Shadowdancers L.L.C. cannot guarantee the compatibility of bundle items. Please contact the manufacturer(s) directly if you have issues or concerns regarding compatibility.

If you wish to return a Bundle Special for a refund, you must return the ENTIRE BUNDLE within 30 days of the original invoice date. Note that a 15% restocking fee will be applied. Components within a Bundle Special may be returned for repair/replacement only. Individual items within a bundle may only be returned for repair/replacement if an RMA number is acquired within the standard return period.

Product Tour

The product resources offered in Product Tour are provided courtesy of their respective developers. As such, Shadowdancers L.L.C. is not responsible in any way for the accuracy of claims, representations or suggestions made in these materials. Similarly, all compatibility or technical issues should be directed to the appropriate developer or manufacturer. These resources are provided on an "as is" basis by Shadowdancers L.L.C. as a supplementary service to you, the user. We offer these resources to you strictly for informative purposes as they may lend valuable insight into products you are interested in and clarify any associated benefits.

Sales Tax

Sales tax is only required for orders shipping into states where we have or may have nexus for state tax purposes under applicable laws. Therefore all orders shipping into Oklahoma will be charged applicable sales tax according to your area's tax rate.

Duty Tax

FedEx only offers 2Day or overnight services to Hawaii and Alaska. If you have selected FedEx Saver as your preferred shipping option and attempt to checkout, the shipping method will default to 2Day and you will subsequently be charged accordingly.

Product Testing

Shadowdancers L.L.C., like other e-tailers, ships items in the condition they were received from the original manufacturer/distributor. Shadowdancers L.L.C. does not conduct product testing before shipping any merchandise.

"Must Be Purchased with Hardware"

The "must be purchased with hardware" precept is mandated by the software publisher. In accordance, Shadowdancers L.L.C. customers must purchase some type of product which falls under the general category of computer hardware in order to purchase applicable software. Hardware is classified as any component that will be used when assembling a computer system (a hard drive, motherboard, processor and a floppy drive are all examples of merchandise that will qualify). There is no specific or set price the hardware has to be, merely that there is some sort of eligible hardware present in the order itself.

Money Back Guarantee/Refund Policy

All merchandise *unless otherwise indicated* may be returned within 30 days from the original invoice date for a refund. CPUs must be returned within 7 days from the invoice date for a refund. A return authorization number is required for all returns. A 15% restocking fee may apply. Additional deductions may be made for CPU returns to reflect the current market value. These terms apply to all refunds. Most products are shipped with a refund/replacement guarantee period unless otherwise noted in the product listing. Customers must inform Shadowdancers L.L.C. of any order discrepancy within 7 days from the invoice date so that we may investigate and resolve the situation accordingly.

Shadowdancers L.L.C. SATISFACTION GUARANTEE - Shadowdancers L.L.C. offers our customers a 30-day satisfaction replacement or refund guarantee on all purchases, except:

- 7-day replacement or refund guarantee on all CPUs, including Open Box processors. All other Open Box merchandise has a 15-day warranty period.
- For CPUs, the base cost will reflect the current market value, and the 15% restocking fee will be applied after this adjustment.
- Downloadable software is refundable within 15 days of the original invoice date. Shadowdancers L.L.C. will confirm that the product has not been downloaded and, upon verification, the customer will be issued a letter of destruction. Once he/she agrees to the terms stipulated in the letter, Shadowdancers L.L.C. will issue a Return Merchandise Authorization number for the refund amount.
- DVDs are non-refundable but may be exchanged for a functional version of the same film by using the pre-paid shipping label packaged with your order.

Software Return Policy

Retail Software may only be returned for refund within 30 days of the invoice date if the packaging is unopened and untampered with. Opened retail software cannot be returned for refund. If you have opened a retail software purchase to discover a damaged and/or defective disc, you may exchange the software for an identical replacement by contacting Shadowdancers L.L.C. Customer Service at service@sdpmultimedialogroup.com and acquiring an RMA number. All OEM software including the operating system is 100% non-refundable once purchased and delivered. OEM versions are intended for system builders only and cannot be transferred to another PC once it is installed. Purchasers of this software are required to comply with the terms of the [System Builder License](#), including responsibility for providing all end-user support. Shadowdancers L.L.C. is not responsible for system/software incompatibility, and incompatibility issues do not qualify software as damaged or defective. Customers are encouraged to contact the respective software publisher for answers to technical questions, such as minimum system requirements, prior to purchase.

DVD Return Policy

DVDs are non-refundable but may be exchanged within 30-days of the invoice date for a functional version of the same film by using the shipping label packaged with your order. If you have any questions or concerns, please contact us for help.

Physical Damage Policy

Physical damage to any product purchased at Shadowdancers L.L.C. will effectively void warranty coverage. Improper Installation of CPU fans and/or improper clocking may cause CPUs to chip. CPUs that are chipped, burnt or have bent pins are considered physically damaged and cannot be returned for refund or replacement. Physical damage includes but is not limited to improper handling and/or any other type of damage sustained by irregular usage. Shadowdancers L.L.C. encounters bent pins regularly when inspecting physically damaged CPUs. Forcing a processor into position will not solve an installation problem and may consequently void any applicable warranty coverage. Intel and AMD will not accept physically damaged processors back from Shadowdancers L.L.C.. As a result, Shadowdancers L.L.C. will return any physically damaged CPU back to the customer at the customer's expense.

Restocking Fee

A 15% restocking fee will be applied to all returns for refund. Shipping charges are non-refundable. No refunds after 30 days.

Technical Support

Shadowdancers L.L.C. does not offer any sort of technical assistance. We cannot offer advice on compatibility of items, make product recommendations, provide technical support or sales advice. We post all of the information the manufacturer provides us with for your convenience. Please contact the manufacturer directly for accurate answers to your technical questions or for additional information or specifications that are not posted at Shadowdancers L.L.C..

Processing Time

You can expect your order to be processed within approximately 24-48 hours, provided the items are in stock and there are no problems with payment verification. Shadowdancers L.L.C. does not guarantee same day-shipping. Orders are not processed on weekends and holidays.

Pre-orders

Click the Pre-order button in the item description and checkout as you normally would. A Sales Order number will be issued at the Order Confirmation screen just as if you were placing a conventional order, but your credit/debit card will not be charged until your pre-ordered DVD or software is in stock and ready to ship. If you purchase an in-stock item with a pre-order item, you will be charged accordingly for the available product and the difference when your pre-ordered item is in stock and ready for shipment. In this instance, two Sales Order numbers will be issued; one for the in-stock merchandise and one for the pre-ordered merchandise. You will be kept up-to-date via our Web site and through standard Order Status emails to your account.

Backorders

Shadowdancers L.L.C. does not sell backordered merchandise. We will never purposely charge a customer for an item that we do not physically have in stock at the time of purchase. Occasional inventory discrepancies may occur due to inaccurate inventory counts or possibly because the last few items on our shelves are damaged and/or not in a condition that we can sell to a customer. In that instance, we will refund your credit/debit card for the item, along with any applicable tax fees and shipping charges. An automated email will also be sent to your Shadowdancers L.L.C. login to alert you of the situation.

Order status

Shadowdancers L.L.C. will keep you informed of your order status via e-mail. All tracking information will be emailed to your Shadowdancers L.L.C. ID once your order has shipped (except when an APO/FPO is the shipping destination). You may also acquire your order status and other live updates by logging in to your account on our Web site.

Security

Security is our number one priority. All on-line transactions are sent through our secure server and encrypted with 128-bit technology. Once we receive your information through the internet, only trusted,

authorized employees will process the payment to make sure your information is handled with the utmost level of security.

Privacy

Shadowdancers L.L.C. respects your privacy. We will not under any circumstances sell or release your information to anyone except as outlined in our privacy policy. All of the information obtained from our Web site will be used for processing purposes only. The only e-mails you will receive from Shadowdancers L.L.C. are updates to any recent orders and/or returns.

Safe Shopping Guarantee

Fair Credit Billing Act: We guarantee that every online transaction you make will be 100% safe. This means you pay nothing if unauthorized charges are made to your card as a result of shopping at our online store. Under the Fair Credit Billing Act, your bank cannot hold you liable for more than \$50.00 for fraudulent charges. If your bank does hold you liable for any of this \$50.00, we will cover the entire liability for you, up to the full \$50.00. We will only cover this liability if the unauthorized use of your credit card resulted through no fault of your own from purchases made while using our secure server. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

Change Orders

You may request a change to your order provided the order has not already been charged to your account. Please call 1-866-678-0177 during Shadowdancers L.L.C.'s hours of operation to request a change to your order. Please have your sales order (SO) or customer number ready for better assistance. We strongly discourage sending change order requests via email because it is unlikely we will receive the message in time to make an adjustment due to the sheer volume of emails we receive each day.

Cancel Orders

You may request that an order be cancelled provided the order has not already been processed and shipped. Simply call 1-866-678-0177 during Shadowdancers L.L.C.'s hours of operation to request an order cancellation. You will receive a credit for the full amount to your credit/debit card in approximately 1-2 business days. We strongly discourage sending order cancellation requests via email because it is unlikely we will receive the message in time to void the order due to the sheer volume of emails we receive each day.

Volume Discounts

Shadowdancers L.L.C. does not have a reseller or discount program available at this time. We work hard to negotiate the best values on the Internet and offer these tremendous values to all of our customers via our Web site. All of our inventory shown online is live, posted in real-time and accessible 24/7/365. We also do our best to advertise any specials, promotions or rebates for our customers' benefit.

Product Listings

Shadowdancers L.L.C. strives for accuracy in all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information contained herein or referenced on our Web site. Due to human error and other determinates we cannot guarantee that all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our Web site is labeled with an incorrect price due to some typographical, informational, technical or other error, Shadowdancers L.L.C. shall at its sole discretion have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other Web sites from Shadowdancers L.L.C. are provided as resources to customers looking for additional information and/or professional opinion. Shadowdancers L.L.C. does not assume responsibility for the claims and/or representations made on these or any other Web sites.

Product Revisions

Shadowdancers L.L.C. is not responsible for changes or variations in product specifications and/or physical appearance. In the interest of our customers, Shadowdancers L.L.C. puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on our Web site to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. Shadowdancers L.L.C. relies on the manufacturer to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. Consequently, Shadowdancers L.L.C. will not be held responsible for product revision changes.

Product Reviews

Shadowdancers L.L.C. reads all reviews before posting them and reserves the right to deny any review.

Here are some of the things that can cause a review to be denied:

- Offensive or abusive language.
- Prices and availability can change very quickly on the Shadowdancers L.L.C. Web site, so please leave such information out of your review.
- Hyperlinks/URLs.
- References to other stores/resellers.
- Comments on products that were either physically damaged or misused.
- Replies to existing customer reviews; please do not attempt to initiate discussions here.
- Comparisons to competing brands/products of competing brands.
- Criticism of Shadowdancers L.L.C.'s service or the service of our operations partners. (FedEx, UPS, PayPal, etc.)
- References to aftermarket procedures or installation techniques not mentioned specifically in the original product documentation (overclocking, hacked drivers, tweaking/modding, etc.)
- Illegal content
- Invasions of personal privacy
- Pornography or obscenity
- Hate or incitement of violence, threats of harm or safety of a person
- Graphic violence or other acts resulting in serious injury or death
- Any violations of copyright. Please see our DMCA policy for more information.
- Any violation of laws and/or copyrighted musical works.

We may change these policies at any time without notice.

Purchase Agreement

By accepting delivery of any product delivered from Shadowdancers L.L.C. ("Shadowdancers L.L.C."), you ("Customer") agree to be bound by the terms and conditions listed below. You and Shadowdancers L.L.C. agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and Shadowdancers L.L.C.. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Shadowdancers L.L.C..

Satisfaction Guarantee

Shadowdancers L.L.C. offers our Customers a 30-day satisfaction replacement or refund guarantee on all purchases, except:

- 7-day refund/replacement guarantee on Retail, OEM and Open Box processors. All other Open Box merchandise has a 15-day warranty period. All refunds on processors will be subjected to a 15% restocking fee to reflect the current market value.
- DVDs are non-refundable and may be exchanged within 30-days of the invoice date for the same item only through Baker & Taylor via a shipping label included with their original delivery.
- If you wish to return a Bundle Special for a refund, you must return the ENTIRE BUNDLE within 30 days of purchase. Note that a 15% restocking fee will be applied. Components within a Bundle Special may be returned for repair/replacement only. Individual items may only be returned for repair/replacement if an RMA number is acquired within the Return Policy period.
- Manufacturer Kits are different than bundles as they are arranged by the brand/manufacturer and will only have one item number. Warranty guidelines have yet to be stipulated.

To take advantage of Shadowdancers L.L.C.'s satisfaction guarantee, the Customer must comply with the Product Return Procedure detailed below. Any breach of Shadowdancers L.L.C.'s Return Policy Procedure will result in the loss of Shadowdancers L.L.C.'s refund/replacement guarantee. Furthermore, all return shipments not in compliance with these instructions will be rejected.

Product Return Procedure

- To return a product in compliance with Shadowdancers L.L.C.'s satisfaction guarantee, you must obtain a Return Merchandise Authorization ("RMA") number within the guarantee return period for the product (described above). All RMA requests must be filed online. Shadowdancers L.L.C. will not accept returns without prior authorization and a RMA number. Once issued, RMA numbers are valid for 15 days within which return products must be received by Shadowdancers L.L.C.. RMA numbers will not be extended or reissued. Customer should prominently display the RMA number(s) on the shipping label of boxes containing the returned product.
- Customer is solely responsible for shipping any returned product to Shadowdancers L.L.C.. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping and insurance charges and all risk of loss for the return product during shipment. Customer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Shadowdancers L.L.C.'s Return Procedure will be breached and Shadowdancers L.L.C. may in its sole and absolute discretion reject the entire return or choose to impose additional charges against the customer for replacement of the missing component(s).
- Shadowdancers L.L.C. will not refund to Customer the original shipping charges. In addition, Shadowdancers L.L.C. will assess a 15% restocking fee against the Customer's account on all returns for refund.

Warranties; All Product Sold "AS-IS" or "With All Faults"

Shadowdancers L.L.C. IS A DISTRIBUTOR ONLY. PRODUCTS SOLD BY Shadowdancers L.L.C. ARE NOT MANUFACTURED BY Shadowdancers L.L.C.. THE PRODUCTS MAY, HOWEVER, BE COVERED BY EACH MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY (IF PRESENT). Shadowdancers L.L.C. ASSIGNS AND PASSES THROUGH TO THE CUSTOMER ANY WARRANTY OF THE MANUFACTURER, AND CUSTOMER ACKNOWLEDGES THAT IT SHALL HAVE RECOURSE ONLY UNDER SUCH WARRANTIES AND ONLY AS AGAINST THE MANUFACTURER OF THE PRODUCTS. Shadowdancers L.L.C. MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. Shadowdancers L.L.C. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

ALL ITEMS SOLD THROUGH Shadowdancers L.L.C. ARE SOLD "AS-IS" OR "WITH ALL FAULTS." THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE ITEMS IS WITH THE BUYER. SHOULD ANY OF THESE ITEMS PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR

PURCHASE, THE BUYER, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR Shadowdancers L.L.C. , ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

Year 2000 Policy

Customer's only recourse for any "Year 2000" issue is against the applicable manufacturer under its manufacturer warranty. Please contact the manufacturer to determine warranty coverage for "Year 2000" compliance problems. Shadowdancers L.L.C. DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO "YEAR 2000" COMPLIANCE OF ANY PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

IN ALL CIRCUMSTANCES Shadowdancers L.L.C. 'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. Shadowdancers L.L.C. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. Shadowdancers L.L.C. SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT Shadowdancers L.L.C. HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

Recordings

Newegg does not consent to having any telephone calls recorded and reserves the right to terminate any call that is being recorded. Customer agrees not to record any call with Newegg unless Customer has provided clear and conspicuous notice to Newegg and has received prior written consent from Newegg.

General Terms and Conditions

Orders

An order is not binding upon Shadowdancers L.L.C. until it is accepted; Shadowdancers L.L.C. must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, or some other method prearranged with Shadowdancers L.L.C.. You agree to pay the amount(s) due as specified on the invoice, and you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

Shipping Charges

Your total cost for purchase of any product will include the shipping and handling charges shown on your Newegg invoice. However, your original shipping fees are non-refundable in the case of a returned product. Those fees are paid for the services provided by and to the original carrier, and will not be refunded to you if your item is returned for a refund to Newegg.

Risk of Loss

Shadowdancers L.L.C. will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) -- excepting software-- and risk of loss passes to the Customer upon delivery to the carrier. Shadowdancers L.L.C. reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow Shadowdancers L.L.C. to sign appropriate documents on Customer's behalf to permit Shadowdancers L.L.C. to protect its purchase money security interest. Title to software will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. Customer agrees to be bound by any software license agreement once the seal on the package is broken. Shadowdancers L.L.C. will advise Customer of estimated shipping dates, but Shadowdancers L.L.C. will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Governing Law and Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Shadowdancers L.L.C. and Customer shall be governed by the laws of the State of California, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Shadowdancers L.L.C. and Customer consent to the exclusive jurisdiction and the exclusive venue of the State Courts of the State of California, Los Angeles County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Shadowdancers L.L.C. that is more than one year after the date of the applicable invoice.

Severability

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable California law.

Waiver

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement

These terms and conditions, together with Shadowdancers L.L.C.'s invoice regarding the products ordered by Customer, are the complete and exclusive agreement between Shadowdancers L.L.C. and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Shadowdancers L.L.C. and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

(Version 1.00: 4-22-10)