

Date of Terms of Use: January 1, 2010

The barcodetalk.com website and its associated content (collectively “Website”) is offered for your use by Bar Codes Talk, Inc. Through your use or accessing of the Website, you agree that you have read, understand, and agree to be bound by this Terms of Use Agreement.

The Website is protected by copyright law and is licensed to you for your use with the terms and conditions outlined below. You are expressly prohibited from using the Website in any way other than by those uses specifically stated in this Terms of Use agreement.

READ THIS TERMS OF USE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEBSITE. YOUR USE OF THE WEBSITE IS AN ASSENT TO THESE TERMS.

THIS TERMS OF USE AGREEMENT MAY BE MODIFIED, DELETED, OR ADDED TO AT ANY TIME AT THE SOLE DISCRETION OF BAR CODES TALK, INC. IF AND WHEN BAR CODES TALK, INC. CHANGES THE TERMS OF THIS TERMS OF USE AGREEMENT, BAR CODES TALK, INC. WILL CHANGE THE “EFFECTIVE DATE OF TERMS OF USE” TO REFLECT THAT CHANGE. IF AN WHEN SUCH A CHANGE IN THIS TERMS OF USE OCCURS, YOU AGREE TO REVIEW THE MOST RECENT VERSION OF THE TERMS OF USE AGREEMENT PRIOR TO YOUR USE OF THE WEBSITE. YOUR USE OR ACCESSING OF THE WEBSITE AFTER A CHANGE IN “EFFECTIVE DATE OF TERMS OF USE” CONSTITUTES AN ACCEPTANCE OF THE NEW TERMS OF USE.

Definitions

All bar code numbers, whether UPC or EAN codes or numbers, will hereinafter be referred to as “GTIN number(s).”

The machine-readable two-dimensional geometrical representation of a bar code will hereinafter be referred to as “Artwork.”

Purchaser and User Eligibility

Use of the Website is void where prohibited. Those who use the Website (hereinafter “Visitors”), those who register for a user account on the Website (hereinafter “Registered Users”), and those who purchase bar codes or other goods or services through the Website (hereinafter “Purchasers”) agree to be bound by and will abide by this Terms of Use agreement. Visitors, Registered Users, and Purchasers are hereinafter collectively known as “Users” for the purposes of this Terms of Use agreement.

Competency of Users

You hereby affirm that you are either over the age of 18, an emancipated minor, or accessing the Website with the consent of your parents or guardian. You hereby affirm that you are fully competent and able to assent to the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms of Use agreement, and that you will abide by and comply with this Terms of Use agreement.

Registered User and Purchaser Data

Registered Users and Purchasers agree to provide accurate, current, and complete information about you and/or your business where requested by Bar Codes Talk, Inc. Registered Users and Purchasers agree to maintain and expeditiously update all information about you and/or your business. Registered Users and Purchasers agree to maintain the security of your username and password, and you hereby acknowledge and agree that you are responsible for any and all use of your user account, whether authorized or unauthorized, and for any actions that occur using your user account.

Protection of Children

Bar Codes Talk, Inc. and the Website does not knowingly target, market to, or collect personal information from individuals under the age of 18. If you are a parent who believes that Bar Codes Talk, Inc. may have collected personal information from your child, please notify Bar Codes Talk, Inc. immediately at bargraphics@gmail.com.

Privacy Policy

Bar Codes Talk, Inc. hereby incorporates its Privacy Policy into this Terms of Use agreement.

Rights to the Website

Bar Codes Talk, Inc. owns the Website, including without limitation the text, software, scripts, graphics, photos, music, videos, interactive features, and other associated content, as well as their selection and arrangement. Bar Codes Talk, Inc. also owns any and all trademarks, service marks, designs, and logos that are contained on the barcodetalk.com Website or associated materials. The barcodetalk.com Website is subject to copyright, trademark, trade secret, and all other intellectual property rights.

The Website may not be used, modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written consent of Bar Codes Talk, Inc.

Registered User and Purchaser Accounts

Registered Users and Purchasers have the right to appoint others to act as their agents to use the Website. You agree and warrant that any user that you authorize to have access to your Registered User or Purchaser account is your authorized legal agent and has the capacity to enter into a contractual relationship with Bar Codes Talk, Inc. You hereby agree that you are responsible for any and all access to the Website by those that have access to your account, whether authorized or unauthorized. You bear the responsibility of controlling access to your Registered User and/or Purchaser account and of protecting your username and password.

You hereby agree that you will hold Bar Codes Talk, Inc. harmless for any access to your account, whether authorized or unauthorized.

Limited License to Use Website

Bar Codes Talk, Inc. grants you a limited license to use and access the Website for your own personal non-commercial use. Any other use of the Website is prohibited.

Republishing, incorporating, or otherwise using Bar Codes Talk, Inc.'s Website without the prior written authorization of Bar Codes Talk, Inc. is prohibited. You may not use data mining, robots, scraping, or any other data gathering or extraction methods on the Website.

You hereby agree and warrant that you will not modify the Website or otherwise make derivative works of the Website.

You hereby agree and warrant that you will comply with this Terms of Use agreement and with all applicable local, national, and international laws and regulations, including but not limited to copyright law.

The limited license granted under this Terms of Use agreement will automatically terminate if you breach the terms and conditions of this agreement.

Bar Codes Talk, Inc.'s Trademark Rights

Bar Codes Talk, Inc.'s trademarks and trade dress, including but not limited to BAR CODES TALK, are common-law or registered trademarks, trade dress, or trade names in the United States and are used and prosecuted in accordance with the laws of the United States. You are prohibited from using Bar Codes Talk, Inc.'s trademarks, trade names, or trade dress as an indicator of source or as a part of a domain name that is likely to cause consumer confusion. You may not use Bar Codes Talk, Inc.'s trademarks, trade names, or trade dress without the prior written consent of Bar Codes Talk, Inc.

Warranties and Representations Concerning Website

THE WEBSITE IS OFFERED ON AN AS-IS BASIS. BAR CODES TALK, INC. DOES NOT MAKE REPRESENTATIONS OR WARRANTIES OF ANY KIND

CONCERNING THE WEBSITE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

BAR CODES TALK, INC. IS NOT RESPONSIBLE FOR ANY THIRD-PARTY APPLICATION, SOFTWARE, OR ANY OTHER CONTENT POSTED ON THE WEBSITE. BAR CODES TALK, INC. DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, UNAUTHORIZED ACCESS TO A REGISTERED USER OR PURCHASER ACCOUNT, OR ALTERATION THEREOF.

Bar Codes Talk, Inc. reserves the right to discontinue the Website at any time and for any reason.

Warranties and Representations Concerning Goods and Services Sold Through Website

BAR CODES TALK, INC. UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS OR SERVICES SOLD THOROUGH THIS WEBSITE EXCEPT AS OTHERWISE PROVIDED IN THIS TERMS OF USE AGREEMENT. THE GOODS OR SERVICES SOLD THROUGH THE WEBSITE ARE SOLD AS-IS.

Bar Codes Talk, Inc. hereby warrants that you will be issued a unique GTIN number and that Bar Codes Talk, Inc. will maintain a database of all GTIN number prefixes that have been transferred or granted to Bar Codes Talk, Inc. Upon a sale of any or all of the assets of Bar Codes Talk, Inc., Bar Codes Talk, Inc. will be absolved of any duty to maintain a database of GTIN number prefixes.

You hereby understand and agree that you will not resell any and all GTIN numbers or Artwork issued by Bar Codes Talk, Inc. to a third-party.

You further hereby understand and agree that some retailers may not accept the GTIN numbers and Artwork issued by Bar Codes Talk, Inc. because the GTIN number or Artwork is not purchased directly through the GS1. These retailers include but are not limited to Wal-Mart and Kroger Family Grocery Stores (including Fred Meyer). While Bar Codes Talk, Inc. takes its best efforts to notify you of retailers that will not accept GTIN numbers or Artwork issued by Bar Codes Talk, Inc., you hereby understand and agree that Bar Codes Talk, Inc. will not be held liable or refund your purchase of goods or services through the Website for the failure of any third-party to accept GTIN numbers or Artwork issued by Bar Codes Talk, Inc. You understand and agree that you have a duty to notify Bar Codes Talk, Inc. of any and all retailers that will not accept your GTIN numbers or Artwork.

Bar Codes Talk, Inc. warrants that it will forward any information or communication that it receives concerning your GTIN numbers or your Artwork to you provided you have provided Bar Codes Talk, Inc. with timely contact information.

You hereby understand and agree that you must notify Bar Codes Talk, Inc. within seven (7) days of any changes to your contact information, including but not limited to a change of address, email address, or telephone number.

Bar Codes Talk, Inc. retains all of its rights under the law to prosecute the unlawful use of or pirating of GTIN numbers or Artworks that utilize prefixes issued by Bar Codes Talk, Inc.

Limitation of Liability

YOU HEREBY UNDERSTAND AND AGREE THAT BAR CODES TALK, INC. WILL NOT BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY AND ALL DAMAGES THAT ARISE OUT OF THE USE AND LICENSE OF THE BAR CODES TALK, INC. WEBSITE, INCLUDING BUT NOT LIMITED TO SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNATIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT BAR CODES TALK, INC. WILL ONLY BE LIABLE TO YOU FOR THE AMOUNT PAID FOR THE WEBSITE, PRODUCT, OR SERVICE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$1,000. IF NO AMOUNT IS PAID BY YOU TO BAR CODES TALK, INC., YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES OR LIMITATIONS OF IMPLIED WARRANTIES. IF YOUR STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES OR LIMITATIONS OF IMPLIED WARRANTIES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW OF YOUR STATE.

Indemnification

You understand and agree that you will hold harmless, indemnify, and defend Bar Codes Talk, Inc., including its members, agents, and employees, from and against all claims, damages, obligations, losses, liabilities, costs or debts, and expenses, including but not limited to attorneys fees, that arise from your use or access of the Website, your violation of this Terms of Use agreement, your purchase of products or services from Bar Codes Talk, Inc., your violation of the rights of a third party, or your violation of any intellectual property rights. This obligation to hold harmless, indemnify, and defend Bar Codes Talk, Inc. will survive the failure or termination of this Terms of Use agreement, your use of the Website, or your purchase and use of any products or services purchase from Bar Codes Talk, Inc.

Assignment

You hereby understand and agree that you may not assign your rights or obligations under this Terms of Use agreement. Bar Codes Talk, Inc. may assign its rights and duties under this agreement at any time, including but not limited to a sale of the Website and its associated content by Bar Codes Talk, Inc.

Additional Terms and Conditions

You understand and agree that Bar Codes Talk, Inc. and the Website are located in the State of Florida for all legal and non-legal purposes. You also agree that barcodetalk.com, including but not limited to the Website, is a passive website and that the Website does not give rise to personal jurisdiction over Bar Codes Talk, Inc. in states other than the State of Florida. This Terms of Use agreement will be governed by the State of Florida without regards to conflicts of laws principles. Any dispute that arises out of this Terms of Use agreement, the Website, or the Website's associated content will be decided exclusively by arbitration.

BAR CODES TALK, INC. AND YOU BOTH AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS TERMS OF USE AGREEMENT, THE WEBSITE, OR THE WEBSITE'S ASSOCIATED CONTENT, OR ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN BROOKSVILLE, FLORIDA IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES RELEASED BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION WILL HAVE THE DISCRETION AND AUTHORITY TO AWARD COSTS AND ATTORNEYS FEES TO THE PREVAILING PARTY AND WILL DECIDE THE ARBITRATION PROCEEDING UNDER THE LEGAL PRINCIPLES AND LAWS OF THE STATE OF FLORIDA. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS FEES. BAR CODES TALK, INC. AND YOU BOTH AGREE THAT BOTH PARTIES WILL BE REQUIRED TO BE PRESENT WITHIN THE STATE OF FLORIDA IN ORDER TO PERFORM THEIR OBLIGATIONS UNDER THIS TERMS OF USE AGREEMENT. BAR CODES TALK, INC. AND YOU BOTH AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

A finding that any term or provision of this Terms of Use agreement is invalid or unenforceable will not affect the validity or enforceability of this agreement. Any term or provision of this agreement that is found to be invalid or unenforceable will be reformed to the extent necessary to make it valid and enforceable.

You understand and agree that no term or provision of this agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

This Terms of Use agreement and the Privacy Policy incorporated by reference constitute the entire agreement between you and Bar Codes Talk, Inc. with respect to the Website and any goods or services purchased from Bar Codes Talk, Inc. You understand and agree that there are no further understandings, agreements, or representations with respect to the Website or any goods or services sold through the Website that are not specified in this Terms of Use agreement. You understand and agree that any additional provisions that may appear in any communication from you will not bind Bar Codes Talk, Inc.

BAR CODES TALK, INC. AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUE. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

File Formats for Bar Codes

Bar codes, including but not limited to GTIN numbers, will be provided to you in a compressed format. This compressed file will contain a copy of this Terms of Use agreement, a certificate of authenticity, the GS1 General Specifications, a spreadsheet listing your assigned number(s), and a document containing a printed label price list and instructions on how to use your bar code numbers.

Artwork will be provided in a vector graphics format, which can be re-scaled to any resolution or size in any professional layout program, including but not limited to Adobe Illustrator. Artwork will be provided as a 1.5" x 1" graphics file, whether in .jpg, .tif, or vector graphics format.

Bar Codes Talk, Inc. recommends that you print the GTIN numbers and Artwork on a laser printer at a resolution of no less than 600 dots per inch. Bar Codes Talk, Inc. recommends that you print GTIN numbers and Artwork in black ink on a white background to ensure that the GTIN numbers and Artwork remain high-contrast and can be read by a scanner.

Price Matching Policy

Bar Codes Talk, Inc. will match or beat the price of any other legitimate, verifiable reseller of GTIN numbers and Artwork. To be eligible for a price match, you must provide proof of a written quote or price for your order of GTIN numbers or Artwork.

Return Policy

You may return any goods or services that you have ordered through the Website within seven (7) days of purchase for any reason. After that time, goods or services may be returned only at the sole discretion of Bar Codes Talk, Inc. In order to be eligible for a return, you must email Bar Codes Talk, Inc. and Bar Codes Talk, Inc. will provide you with a Return Merchandise Authorization (RMA) form that must be signed and returned to Bar Codes Talk, Inc., whether by fax or email.

Contractual Errors and Omissions

The goods and services listed on this website are not an offer to enter into a contract. Bar Codes Talk, Inc. provides the Website and its associated content only as an invitation to deal, and you hereby understand and agree that your offer to purchase goods or services from Bar Codes Talk, Inc. will be accepted at the sole discretion of Bar Codes Talk, Inc. Bar Codes Talk, Inc. reserves the right to deny your offer for any reason, and you hereby agree and understand that Bar Codes Talk, Inc. will not be held liable for any error or omission in the pricing or listing of any good or service sold through the Website.

Contact

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