



TERMS OF USE

1. **PPE Intended for General Commercial Use.** Customer acknowledges that it has a choice of personal protective equipment, including but not limited to, face masks ("PPE"). Face masks sold and distributed by Zoom Branding Group, powered by American Solutions for Business are intended for general consumer use, and are not intended for medical use by healthcare providers or in healthcare settings in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease. Zoom Branding Group, powered by American Solutions for Business and its subsidiaries and affiliates shall not incur any liability for any particular use or application of any PPE purchased by Customer from Zoom Branding Group, powered by American Solutions for Business.
2. **Limitations of Liability.** Zoom Branding Group, powered by American Solutions for Business makes no promises, representations, or warranties regarding merchantability, non-infringement or fitness for a particular use of PPE. Zoom Branding Group, powered by American Solutions for Business shall not be liable, whether in contract, tort, warranty, or otherwise, for any direct, indirect, incidental, consequential, punitive or special damages or losses, including bodily injury or death, or for lost revenue, lost profits or lost business arising out of or relating to Customer's purchase or use of PPE. In no event shall Zoom Branding Group, powered by American Solutions for Business liability under these terms exceed the fees actually paid by the Customer for such PPE. Zoom Branding Group, powered by American Solutions for Business sole obligation and Customer's exclusive remedy for breach will be, at Zoom Branding Group, powered by American Solutions for Business option, to replace the PPE or issue a refund.
3. **Force Majeure.** Zoom Branding Group, powered by American Solutions for Business will attempt to secure PPE in a timely manner, but Customer acknowledges that PPE is in short supply, that there has been disruption to supply channels and that governments may use their authority to seize Customer orders. Zoom Branding Group, powered by American Solutions for Business shall not be in breach of these Terms of Use ("Terms"), and shall not be liable to Customer for any delay in performance or non-performance, to the extent related to disruption related to the Coronavirus pandemic.
4. **Indemnity.** Customer shall defend, indemnify, and hold Zoom Branding Group, powered by American Solutions for Business from and against any claims, actions or demands, liabilities, costs, and settlements, including, without limitations, legal and accounting fees and related costs, resulting from or related to Customer's violation of these Terms or Customer's or any third-party's use of any PPE. Customer shall fully cooperate in Zoom Branding Group, powered by American Solutions for Business defense of any such claim. Zoom Branding Group, powered by American Solutions for Business reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and Customer shall not in any event settle any matter without prior written consent of Zoom Branding Group, powered by American Solutions for Business.
5. **Miscellaneous.** By signing below, the undersigned represents that he/she is authorized to agree to these Terms on behalf of Customer. These Terms and all disputes and performance related hereunder or arising out of these Terms may be assigned by Customer without the prior written consent of Zoom Branding Group, powered by American Solutions for Business. No waiver by Zoom Branding Group, powered by American Solutions for Business of any default or failure by Zoom Branding Group, powered by American Solutions for Business to enforce a right hereunder shall be deemed a waiver of any right or prior subsequent default.

Acknowledged and agreed to as of _____, 2020, with respect to Customer's Order for:

PPE Product Description: _____

Order Date: _____

PO# (if applicable): _____

Customer/Company: _____

By: _____

Name: _____

Title: _____