

TERMS OF USE

Last Updated February 21, 2019

Welcome! PPS International Limited (“we,” “us,” or “our”) is proud to offer ppsinternational.net (“Website”) to provide users (“you,” “your,” or “the client”) access to information about our products and services. These Terms of Use (“Terms”) establish policies for the acceptable use of our Website, including terms applicable to any purchases you may make. These Terms incorporate, as if fully set forth herein, our [Privacy Policy](#) and [Cookie Notice](#).

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY.

You should review these Terms prior to purchasing any product or services that are available through this Website. By placing an order for products or services from our Website, you affirm that you are of legal age to enter into this agreement, and you accept and are bound by these Terms. You affirm that if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these terms.

These Terms are subject to change without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the “Last Updated” date above. Your continued use of this Website after the “Last Updated” date will constitute your acceptance of and agreement to such changes. You should also carefully review our [Privacy Policy](#) before placing an order for products or services through this Website.

Availability

We will make reasonable efforts to ensure 24-hour, daily availability of our Website. However, from time to time the Website may be unavailable due to scheduled maintenance or unscheduled disruptions of service.

We will make reasonable efforts to ensure that information on our Website is accurate and current. Nevertheless, information on the Website is provided “as is” and without warranty or condition of any kind, express or implied.

Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

Prices and Payment Terms

All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price posted on this Website when the order is placed, subject to any applicable promotions or discounts. Posted prices do not include taxes or shipping/handling charges.

While we strive to display accurate price information, there may be inadvertent errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct such errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Payment is due at the time of your order. We accept major credit cards or Purchase Orders [Visa, MasterCard, American Express]. If you pay by credit card, you represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount.

Shipment and Delivery

We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You agree to pay all shipping and handling charges unless otherwise specified.

Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Returns and Refunds

Certification Materials: The cost of certification materials (exclusive of shipping and handling) are refundable less a restocking fee of 25%, provided the materials can be resold within one month of return.

Participant Materials: We ship only the number of participant materials actually ordered (no extras are sent). This number is confirmed by the client no less than two weeks before the program start date. Because of this, participant materials are not refundable. However, at our sole discretion we may choose to refund the cost of participant materials if the materials are returned to us in a condition in which they can be resold, and then only if we have an upcoming program within one month.

Customized Materials: Customized materials are not returnable or refundable.

Shipping and Handling: Any refund is exclusive of our shipping costs plus a 25% handling fee. Further, you are responsible for shipping and handling costs for returning materials to us.

Warranties and Disclaimers

TO THE EXTENT PERMITTED BY LAW, ALL PRODUCTS AND SERVICES OFFERED ON THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES IN ANY FORM, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INDIRECT,

INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED, NOR SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OTHER FORM OF MONETARY RELIEF, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER MONETARY RELIEF, AND (C) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR WEBSITE.

Intellectual Property Rights

Our Website, including without limitation its entire contents, features, and functionality, is owned by us and/or our affiliates, licensors, and service providers and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

You acknowledge and agree that:

- All uses on this Website of the terms “sell,” “sale,” “resell,” “resale,” “purchase,” “price” and the like mean the purchase or sale of a license. Each product and service marketed on this Website is made available solely for license, not sale, under the terms, conditions, and restrictions of the license agreement made available to the client in connection with that specific product or service.
- You will comply with these Terms and with all terms and conditions of the specific license agreement for any product or service you obtain through this Website.
- You will not cause, induce, or permit others’ noncompliance with these Terms or with the terms and conditions of the specific license agreement for any product or service you obtain through this Website..
- Except as explicitly authorized, you will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material available on or through our Website, except as follows:
 - Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You further acknowledge and agree that you will not:

- Modify copies of any materials downloaded or purchased through the Website.

- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials downloaded or purchased from this Website.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms or other authorization by us, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

Trademarks

Our name and all other names, logos, product and service names, designs, and slogans on this Website are the trademarks of us or our affiliates, licensors, or service providers. You must not use any such mark without the prior written permission of us or the owner of the trademark.

Prohibited Uses

You may use our Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To impersonate or attempt to impersonate us or our affiliates, licensors, or service providers.
- In any way that restricts or inhibits anyone's use or enjoyment of the Website, or that we determine, in our sole discretion, may harm or expose to liability us, our affiliates, licensors, or service providers, or any other user of our Website.
- In any way that could disable, overburden, damage, or impair the Website.

You further agree that you will not:

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any material on the Website.
- Use any manual process to monitor or copy any material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service

attack.

- Otherwise attempt to interfere with the proper working of the Website.

Indemnification

You agree to defend, indemnify, and hold harmless us and our affiliates, licensors, and service providers, including without limitation our or their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including attorneys' fees) arising out of or relating to your violation of these Terms.

Geographic Restrictions

We are based in the State of South Carolina in the United States. This Website is intended for use by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws

Products Not for Resale or Export

You represent and warrant that you are buying products or services from our Website for your own or your company's use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the United States.

Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Governing Law and Jurisdiction

All matters arising out of or relating to these Terms shall be governed by and construed in accordance with the internal laws of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than South Carolina.

Dispute Resolution

The state and federal courts having territorial jurisdiction in Greenville County, South Carolina shall have exclusive jurisdiction and shall be the exclusive venue for the resolution of all disputes arising out of or relating to these Terms or to any purchase of services or products through the Website.

Assignment/Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. No assignment or delegation relieves you of any of your obligations under these Terms.

Waiver/Severance

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

If any provision of these Terms is deemed invalid, illegal, void, or unenforceable by a court of competent jurisdiction, such provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

Entire Agreement

These Terms shall be deemed the final and integrated agreement between you and us as to all matters contained in these terms, whether explicitly set forth or incorporated by reference.

Contact Us

If you have any questions or concerns regarding these Terms, please contact us as follows:

PPS International Ltd.
PO Box 80879
Simpsonville, SC 29680
(864) 962-6789
info@PPS-SyNetAmericas.net