

Terms and Conditions Effective January 01, 2019. Last updated August 22, 2020

Agreement between user and <https://www.morencyrest.com> - The <https://www.morencyrest.com> website (the "Website") is comprised of various web pages operated by R & D Ergonomics. The Website provides a platform offering Ergonomic Forearm Rests also known as Morency Rests for purchase by computer and microscope users.

Your access to and use of the Website is offered to you conditioned on your acceptance without modification of the terms and conditions contained herein (the "Terms"). Your use of the Website constitutes your agreement to all such Terms. These Terms apply to all visitors, users and others who access or use the Website. If you disagree with any part of the terms then you may not access the Website.

Privacy - Your use of the Website is subject to R & D Ergonomics Privacy Policy. Please review our Privacy Policy, which governs the Website and informs users of our data collection practices. R & D Ergonomics does not knowingly collect personal information from persons under the age of thirteen. If you are under 18, you may use the Website with permission of a parent or guardian.

Electronic Communications - Visiting the Website, purchasing our products or sending emails to R & D Ergonomics constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

Purchases and Refunds - If you wish to purchase any product ("Purchase") made available through the Website, you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, billing and shipping addresses, email address, phone number and credit card information. Retail purchases may be paid online by credit card or by mailed check. Purchase will not be shipped until payment has been received. You may try any product for 30 days. If you are not satisfied, you may return it at your cost by any method you choose, in clean, resalable condition for a prompt refund, our shipping charges excluded.

Authorized Resellers - Certain ergonomic product distributors and office supply warehouses may request authorization to resell Ergonomics Forearm Rests also known as Morency Rests. Authorized Resellers must abide by the terms of the Reseller Contract as well as this Agreement in order to enjoy the privileges granted. To request Authorized Reseller status, send an inquiry to info@morencyrest.com.

If you create a reseller account on this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that R & D Ergonomics is not responsible for third party access to your account that results from theft or misappropriation of your account. R & D Ergonomics reserves the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Termination of your Reseller Authorization - We may terminate your reseller account:

1. If the account is not paid in full in 30 days time
2. If check drafts are returned unpaid
3. If you violate the Terms of Use Policy or Reseller Agreement Terms
4. If you breach any terms of this Agreement
5. For any reason, at any time, at our sole discretion

We reserve the right to assess Interest on Late Payments. Any amount not paid when due (typically 30 days after shipping) may bear interest from the due date until paid at a rate equal to 1.5 % per month.

Links to third party sites/Third party services - The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of R & D Ergonomics and R & D Ergonomics is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. R & D Ergonomics is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by R & D Ergonomics of the Linked Site or any association with its operators.

Certain services made available via the Website are delivered by third party sites. By using any product, service or functionality originating from the Website domain, you hereby acknowledge and consent that R & D Ergonomics may share such information and data with any third party with whom R & D Ergonomics has a contractual relationship to provide the requested product, service or functionality on behalf of the Website users and customers.

Unlawful or prohibited use/Intellectual Property Rights - You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these terms of use. As a condition of your use of the Website, you warrant to R & D Ergonomics that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of R & D Ergonomics or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of R & D Ergonomics. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of R & D Ergonomics except as expressly authorized by these Terms.

R & D Ergonomic Forearm Rests, also known as Morency Rests, created, made, and originated by R & D Ergonomics shall be the sole and exclusive property of R & D Ergonomics, except as R & D Ergonomics may voluntarily choose to transfer such property, in full, or in part.

International Users - The Website is controlled, operated and administered by R & D Ergonomics from our offices within the USA. If you access the Website from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the R & D Ergonomics Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification - You agree to indemnify, defend and hold harmless R & D Ergonomics, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website, Purchases or Services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. R & D Ergonomics reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with R & D Ergonomics in asserting any available defenses.

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Termination/access restriction - R & D Ergonomics reserves the right, at its sole discretion, to terminate or suspend your access to the Website and the related services or any portion thereof at any time, without notice or liability, for any reason whatsoever. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maine and you hereby consent to the exclusive jurisdiction and venue of courts in Maine in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and R & D Ergonomics as a result of this agreement or use of the Website. R & D Ergonomics' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of R & D Ergonomics' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by R & D Ergonomics with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and R & D Ergonomics with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and R & D Ergonomics with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms - R & D Ergonomics reserves the right, at its sole discretion, to modify, change or replace the Terms under which the Website is offered at any time. The changes will not be retroactive, and the most current version of the Terms, will govern our relationship with you. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. We will try to notify you of material revisions via an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. The most current version of the Terms will supersede all previous versions.

Contact Us - R & D Ergonomics welcomes your questions or comments regarding the Terms:

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