

Sushi Garden Terms and Conditions

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Sushi Garden shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Sushi Garden has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a Sushi Garden product is mistakenly listed at an incorrect price, Sushi Garden reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Sushi Garden reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Sushi Garden shall issue a credit to your credit card account in the amount of the incorrect price.

Term: Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration, contact form or shopping process. These terms and conditions, or any part of them, may be terminated by Sushi Garden without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

Sushi Garden may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Sushi Garden.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of Arizona, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Sushi Garden products) shall be in the state or federal courts located in Pima County, Arizona. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Sushi Garden products) must be commenced within one (1) year after the claim or cause of action arises. Sushi Garden's failure to insist upon or enforce strict

performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Sushi Garden may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Sushi Garden or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Participation Disclaimer

Sushi Garden does not and cannot review all communications and a material posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Sushi Garden is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Sushi Garden reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Sushi Garden in its sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless Sushi Garden, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

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