

Policies and Terms

The PLCHardware.com is operated by PLC Hardware, a division of Balti International, Inc. At PLC Hardware ("PLCH", "we", or "us") it is our goal to provide you with information and products you need in a most efficient and timely fashion. In order to facilitate this effort we require you to read and agree with each section of our Policies and Terms ("Terms"). The Terms apply to use of PLCHardware.com web site ("Website") as well as to sale of products ("Product" or "Products") to our customers ("Customer", "Customers" or "you"). We reserve the right to change the present Terms at any time and without prior notice. The effective date noted below indicates the last revision date of the Terms. You should visit our Website periodically to review any changes. If you are unwilling to be bound by these Terms, you may not use the Website and may not purchase Products from PLCH.

1 Registration and My Account

- Certain services offered on or through the Website require you to register an account. You are responsible for maintaining confidentiality of your Registration Profile and My Account information, including the password, and for all activity that occurs under your account. You agree to provide us with accurate, current and complete data about yourself and your billing information as prompted by the registration and checkout processes. You may update any information as it pertains to your account, designate a different credit card to be billed, or change the applicable expiration date on your currently designated credit card, by clicking on the My Account button and selecting the appropriate link. You agree to immediately notify PLCH of any unauthorized use of your account or password, or any other breach of security. You may be liable for losses incurred by PLCH or any other user of the Website due to use of your password or customer account by a third party. You may not use anyone else's password or customer account at any time.
- Customer agrees that PLCH will not be liable for any damages incurred, or information not received, by Customer as a result of Customer's failure to provide accurate, current and complete information.

2 Online Product Catalog

- PLCH makes every effort to ensure accuracy of information published in Online Product Catalog on this Website. However, PLCH makes no representations about the information presented, which is provided "**as-is**" and without warranty of any kind. Information in Online Product Catalog on this Website is subject to change without notice.
- **Prices** are subject to change at any time prior to acceptance of your order by PLCH. Price comparisons are shown throughout the Website to indicate relative discounts of our pricing versus the **Retail**. Retail price is an estimated retail price to the best of our knowledge. Actual retail prices in your area may be substantially different. **Discount** reflects the difference between our price and estimated retail price shown on our Website. Because the retail prices shown on our Website may be different than the actual current retail prices in your area, you may not realize savings in the amount shown and may want to make alternative comparisons by checking the prices of other Internet or local retailers prior to making a purchase.
- **Product Conditions** displayed and agreed upon by Customer for each Product on the Website are in accordance with the PLCH Product Conditions guidance which is incorporated into the present Terms by reference and is available for you to see by clicking on the following hyperlink: <https://www.plchardware.com/Product-Conditions.aspx>.
- **Material Errors in Online Product Catalog.** In the event we discover a material error in availability, Product condition or price that affects your outstanding order, we will notify you of any corrections, and thereafter you may choose to accept the corrections, or cancel the order. If you choose to cancel the order, and your payment has already been submitted for the purchase, PLCH will issue a refund in the amount of submitted payment.

3 Order Acceptance Policy

- Customers may initiate an order via the **Website, email, phone or fax**. Your receipt of an electronic order confirmation does not signify acceptance of your order by PLCH.
- If your Purchase Order or other correspondence lists terms that are different from the present Terms we may process your order, but we do not accept your listed terms and the Terms stated herein always supersede any other terms and conditions that may be stated elsewhere.
- All orders are subject to Product availability and credit approval by PLCH. We may limit or cancel quantities available for purchase on any order on any basis, and alter availability of any special offers at any time without prior notice. We reserve the right, without liability or prior notice, to decline any order.
- Orders placed by new Customers may require verification that could result in delay in order processing.

- **Order Cancellation.** Order accepted by PLCH may be cancelled by Customer upon written consent of PLCH provided such order includes only the Products displaying the "**in-stock**" status in Customer's order confirmation issued by PLCH. Products displaying status other than "**in-stock**" in Customer's Order confirmation are **non-cancellable** and **non-refundable**. In the event of cancellation or other withdrawal of an order containing Products with status other than "**in-stock**" for any reason, and without limiting any other remedy which PLCH may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges shall include all expenses incurred and commitments made by PLCH as it pertains to procurement of Products for that order, and shall be paid by Customer to PLCH. Customer's requests to reschedule an order are subject to acceptance by PLCH at its sole discretion. **Order may not be cancelled or rescheduled after it has been surrendered to a shipping carrier by PLCH.**

4 Terms of Payment

- Customer agrees to pay the total amount of each invoice from PLCH in its entirety pursuant to the terms of each such invoice, without offset or deduction.
- All prices are shown in U.S. dollars. Any deficiency resulting from conversion of currency into U.S. Dollars is the responsibility of Customer.
- The following major credit cards, issued in the United States of America, are accepted: **Visa®, MasterCard®, American Express®, Discover®.**
- Customers without established PLCH Purchasing Account may pay for their order via credit or debit card only. Access to other pre-approved payment methods requires establishing of a Purchasing Account. Credit and debit card payments for export orders may be accepted only after receipt of the following documents from the Customer: copy of the front and back of your credit card; copy of your credit card billing statement; copy of the front and back of card holder's driver's license (or other valid form of Government issued identification, such as passport).
- The following pre-approved payment methods may be granted to Customer by PLCH: **Credit or Debit Card, PayPal®, Wire Transfer, ACH.**
- In order to be considered for PLCH Purchasing Account, a customer must submit a Credit Application along with initial order in the minimum amount of \$500. Average processing time to establish PLCH Purchasing Account is 48 hours. Prepayments via check or wire-transfer are accepted and subject to bank processing time. The date of availability of funds will be deemed the date of payment. PLCH may, at its sole discretion and at any time change Customer's payment terms or suspend the account. All unpaid invoices are subject to interest charge of 1.5% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), as well as attorney's fees, court costs, and other costs of collection.
- All unpaid invoices are subject to interest charge of 1.5% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), as well as attorney's fees, court costs, and other costs of collection.
- PLCH retains a security interest in the Products to secure payment in full and ensure compliance with the present Terms. Customer agrees to execute any additional documents necessary to perfect such security interest.

5 Taxes

- **Shipments within the United States.** PLCH is located in the State of Maryland and is required by law to collect and remit sales tax on purchases for delivery within Maryland. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide PLCH with necessary supporting documentation. PLCH does not add or collect sales tax for states other than Maryland. It is Customer's responsibility to pay appropriate tax within Customer's state of residence or business when necessary.
- **International Shipments.** All applicable VAT, PST, HST, and/or GST charges along with brokerage fees will be the responsibility of Customer and due at the time of delivery.

6 Delivery and Title

- **Shipment and Delivery Dates.** PLCH will aim to initiate shipment and deliver Products as close as possible to Customer's requested delivery date(s). In general, orders for "**in-stock**" Products will be shipped the same day if received and paid in full before 6.00 PM Eastern Standard Time. If received after the shipping deadline, orders will generally be shipped on the following business day. Orders for "**pre-order**" Products will be shipped within the period indicated in the **Inventory & Pricing** section of the Website at the time the order is submitted to PLCH. Customer acknowledges that shipment and delivery dates provided by PLCH are estimates only and that PLCH will not be liable for failure to achieve such dates. For avoidance of doubt delivery of Products within 30 days of the requested delivery date shall constitute timely delivery. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s).
- **Title and Risk of Loss.** Selection of a carrier and delivery route will be made by PLCH unless specifically designated by Customer. If Customer provides PLCH with Customer's carrier account number, title to Products and risk of loss or damage during shipment passes from PLCH to Customer upon surrender of Products to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment passes from PLCH to Customer upon delivery to a specified destination (F.O.B. Destination, freight prepaid and added).

- **Export Controls.** Products purchased are subject to export control laws, restrictions, regulations and orders of the United States. All orders of international origin are exported from the U.S. in accordance with Export Administration Regulations. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the Products or services hereunder. Customer shall be responsible for obtaining any required license to export, re-export or import.

7 Warranty Terms

- PLCH warrants to Customer that all hardware Products sold by PLCH are covered by PLCH Replacement Warranty during the warranty period. The warranty period begins to run on the date the Product is shipped to Customer (the invoice date). The warranty period is set forth as follows:

All Products are covered by **1 Year PLCH Replacement Warranty.**

- PLCH is **not an Authorized Distributor** of the products thus **manufacturer's warranties do not apply**. Customers must check manufacturer's website for further information.
- Customer must notify PLCH of any defective Product within warranty period. Warranties offered by PLCH are subject to acceptance of and compliance with PLCH Terms. If return under warranty is required, we will replace the defective Product within the warranty period, provided that such Product is returned to PLCH by Customer in accordance with PLCH **Return Policy**. Products returned under PLCH warranty may be replaced with refurbished, used or repaired Products. The replacement is our sole obligation for any breach of warranty. In a case where, after a reasonable number of attempts, we are unable to provide a replacement Product that meets the above warranty, we will refund the purchase price for that Product, as our sole obligation and your sole remedy.
- The warranty will be void if, upon examination of the Product, it is determined by PLCH that the defect had occurred as a result of misuse, neglect, alteration, improper installation, accident, unauthorized repair or improper testing; or the serial numbers or date codes mismatch the originally sold Product or were removed or defaced.
- EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY SECTION, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR, PLCH MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT.

8 Return Policies

- **Return Material Authorization (RMA) Number.** No returns of any type will be accepted by PLCH unless accompanied by a unique RMA number, which Customer must obtain by submitting online **Return Authorization Request** or emailing to **returns@plchardware.com** prior to return. The following information must be provided by Customer to obtain RMA: Customer's name, applicable invoice number, serial number of the Product, and details of Customer's issue with the Product. Customer has **14 calendar days** to return the Product after the applicable RMA is issued. PLCH reserves the right to refuse any UNAUTHORIZED returns: those that occur after the 14 day period or those involving Products that are unaccompanied by a valid RMA.
- **Defective Product Returns.** Customer may return most defective Products to PLCH within the warranty period specified in the Warranty Terms section of the present Terms and receive, at PLCH's option, replacement, repair or refund.
- **Non-Defective Product Returns.** Customer may request Return of working Products within **15 calendar days** of invoice date. PLCH will review all requests on a case-by-case basis. If Return Authorization is granted, a **restocking fee of 15%** of the original purchase price will be retained and PLCH will issue a refund for the remainder of the amount, provided that PLCH receives the Product within **30 calendar days** of invoice date and in the same condition in which it was originally delivered. Products received after 30 calendar days of invoice date and/or not in the same condition will not be accepted.
- **Returned Products Must Be Complete.** All Products must be returned entirely complete, including all original manufacturer's boxes, packing materials, manuals, cables, and any other accessories provided by PLCH in original shipment. PLCH reserves the right to refuse return of incomplete Products or to charge a minimum **15% restocking fee** for returns that are accepted. Customer must reference authorized RMA number on the shipping label of each box or write it on the shipping box itself. **Customer should never write RMA number on the original manufacturer's box.**
- **Shipping Costs.** Customer is responsible for the cost of shipping returned Products; PLCH is responsible for the cost of shipping replacements for returned Products and will match Customer's shipping method.
- **Shipping Insurance.** Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned Products and to use a carrier and shipping method that provide proof of delivery. PLCH is not responsible for loss or damage during transportation of returned Products.

- **Returned Products Must Be properly packed for shipping.** PLCH is not liable for Product damages that may occur in transit during Product return. In order to minimize possibility of Product damages in transit, Customer must properly place the Product, or original manufacturer's box with the Product, in a shipping box with packing materials. Customer must be sure the Product is properly surrounded with bubble wrap or packing foam. Products should never be shipped without packing foam, bubble wrap, or an antistatic bag. The preferred method for returning Products is each in an individual shipping box. If you must ship multiple Products within the same shipping box, be sure each Product is protected in its own antistatic bag and is separated with packing foam or bubble wrap. Products should never be returned loose and/or unprotected. Crushed or damaged shipping boxes should never be used for Product returns. Products should never be shipped without being boxed or thoroughly bubble-wrapped and secured to a pallet (whenever applicable due to Product's size and/or weight).
- **Refusal/Receipt of Damaged in Transit or Incomplete Products.** If a package containing Products purchased from PLCH arrives at Customer's location damaged or incomplete, Customer should refuse to accept delivery from a carrier. If Customer does accept delivery of such package, Customer must: (i) note the damage and/or missing parts on the carrier's delivery record so that PLCH may file a claim; (ii) save, as is, the Products and the original box and packaging it arrived in; and (iii) promptly notify PLCH either by calling PLCH Customer Service or by contacting the PLCH account manager to arrange for carrier's inspection and pickup of the damaged or incomplete Products. If Customer does not note the damage missing parts and save the received Products and original box and packaging and does not notify PLCH within five (5) days of delivery acceptance, Customer will be deemed to have accepted the Products as if they had arrived undamaged and complete, and PLCH's regular Return Policy shall apply.

9 Limitation of Liabilities

- CUSTOMER SHALL NOT BE ENTITLED TO, AND PLCH SHALL NOT BE LIABLE FOR, LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COSTS, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. CUSTOMER'S RECOVERY FROM PLCH FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

10 Limitation of Use

- PRODUCTS SOLD BY PLCH ARE NOT RECOMMENDED OR AUTHORIZED FOR USE IN LIFE SUPPORT, SURGICAL IMPLANTATION, NUCLEAR OR AIRCRAFT APPLICATIONS OR FOR ANY USE OR APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY. Customer agrees that using or selling Products for use in such applications is done at his own risk, and agrees that PLCH and its affiliates are not liable for any claim or damage arising from such use. Customer agrees to fully indemnify, defend and hold harmless PLCH and its affiliates from and against any and all claims, damages, loss, cost, expense or liability arising out of or in connection with the use or performance of Products in such applications. Use of software will be subject to the terms of any accompanying manufacturer's end user license.

11 Software Licenses

- **PLCH sells hardware Products only and does not re-sell software licenses.** Some hardware Products may contain software and may not be legally operated without first purchasing a proper software license from the manufacturer of such Products. PLCH respects the intellectual property of others, and we ask our Customers to do the same. Customer acknowledges and agrees that PLCH does not provide any operating system software or software right-to-use licenses with the Products it sells. Customers understand and agree that proper software licensing, software maintenance and upgrades are subject to applicable manufacturer's Software Licensing Agreement. Customer shall be solely responsible for obtaining proper software licenses for applicable Products from the manufacturer.

12 Force Majeure

- PLCH will not be liable for delays in delivery or failure to perform its obligations due to causes beyond its reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fire, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots, or war. PLCH's time for delivery or performance will be extended by the period of such delay or PLCH may, at its option, cancel any order or remaining part thereof without liability by giving notice to Customer.

13 Website Use Policies

- **Content, Copyright and Trademark Notice.** All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trademarks, logos, artwork and other content on this Website (collectively, "Content"), including but not limited to the design, selection, arrangement, and coordination of such Content on the Website is owned or licensed by or to PLCH or owned by the original creator of the material and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws.

Except as expressly provided in the present Terms, no part of the Website and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without prior express written consent from PLCH. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets, trade dress, rights of publicity or trademarks with respect to any of the Content, and PLCH reserves all rights not expressly granted hereunder.

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- **Access and Use of the Website.** PLCH grants you a limited license to access and use the Website, including to display, copy, distribute and download its content, only for your personal, non-commercial use and provided that you do not modify the Website, its content, or any copyright or other proprietary notices. This license terminates automatically if you breach any of the Website Use Policy provisions. Upon termination, you must immediately destroy all copies in your possession.
- **Restrictions on Use of the Website.** Except as expressly authorized above, you may not copy, modify, distribute, download, display, transfer, post, or transmit the Website or its content in any form without prior written permission from PLCH. You may not attempt to gain unauthorized access to the Website. Unauthorized use of the Website or any content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The following activities are also expressly prohibited without prior written permission from PLCH: any non-personal or commercial use; use of any robot, spider, other automatic device, or manual process to monitor or copy the Website or any of its content; "mirroring" the Website or any content on any other server; collection or use of product listings, descriptions, or prices for a supplier of competitive or comparable products; and any action that imposes an unreasonable or disproportionately large load on the Website or otherwise interferes with its functioning.
- **Posting and Transmitting to the Website.** Except for information that is subject to the PLCH Privacy and Security Policy, PLCH will not treat information you post or transmit to the Website as confidential or proprietary. By sending information to PLCH through the Website (by transmitting, posting, or otherwise), you agree that PLCH may use that information in any way, for any purpose, including PLCH's own commercial purposes, subject only to the PLCH Privacy Policy. You may not post or transmit any threatening, defamatory, sexually graphic, inflammatory, profane, or other inappropriate material. PLCH reserves the right to edit or remove any post or transmission that, in its judgment, is not appropriate.
- **Accuracy of Information and Disclaimer of Warranty.** PLCH has made every effort to present the content on the Website accurately, but additions, deletions and changes may occur. Content on the Website is provided "as-is"; neither PLCH nor its representatives make any representation or warranty with respect to the content. PLCH and its representatives specifically disclaim, to the fullest extent permitted by law, any and all warranties, express or implied, relating to the Website or its content, including but not limited to, implied warranties of merchantability, completeness, timeliness, correctness, non-infringement, or fitness for any particular purpose.
- **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL PLCH OR ITS AFFILIATES HAVE ANY LIABILITY WITH RESPECT TO ANY CLAIMS OR DAMAGES (WHETHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE) AS A RESULT OF YOUR ACCESS OR USE (OR INABILITY TO ACCESS OR USE) THIS WEBSITE OR ITS CONTENT, EVEN IF PLCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, YOU ACCESS AND USE THE WEBSITE AT YOUR OWN RISK.
- **Links to this Website.** PLCH does not review or control third party websites that link to or from the Website, is not responsible for their content, and does not represent that their content is accurate or appropriate. Your use of such third party sites is on your own initiative and at your own risk and may be subject to other sites' terms of use.

14 Privacy and Security

- **General.** PLCH is committed to protecting your privacy. The amount and type of information we collect from you depends on your activities and use of our Website. Certain services offered on or through the Website require you to register and/or provide information that personally identifies you ("personal and account information") for purposes of interacting with our Website. In this policy, "personal and account information" means your name, company name, account number, address, telephone number, and e-mail address plus any other information that personally identifies you, including your industry, purchase history, and IP address, or would permit us to contact you. This policy describes our practices regarding personal and account information collected through our Website.
- **When you browse our Website** we may collect your IP address, referral website, your browser type, and monitor your movements throughout our Website. This information helps us provide you with a more personalized shopping
- **When you register on our Website** we collect your user name, password, e-mail address, security question, and answer to your security question, to protect your Account. We use your security question and answer to identify you as the account user if you have forgotten your password. You can help us ensure your privacy by not sharing your user name and/or password.

- **When you make purchases through our Website** we collect your name, address and payment information to process your order. However, you may provide credit card and purchase order numbers by telephone. We also collect your IP address and information contained in "cookies," such as your purchases and log in data, to personalize your shopping experience. Your browser must be set to accept cookies if you wish to add items to the shopping cart.
- **When you communicate with us through our Website** we collect your e-mail address and the other information that you provide in order to respond to your communication.
- **Is my personal or account information used for any other purpose?** We may use your personal and account information to provide Products or services you have requested, respond to a communication from you, contact you, and as otherwise described in this policy. We may occasionally send you promotional or Product information. You may opt out of future communications by following the instructions in the e-mail communication or contacting us directly. If you become our customer, we may send you updates on important information about our company and services. We may also analyze and act upon your personal and account information as part of our standard business practices. We occasionally purchase from third parties commercial information such as company size, number of employees and annual sales of other companies. We may use this commercial information along with your personal and account information to customize our offerings to you, as well as for our internal use.
- **Will my personal and account information be provided to any other party?** We restrict access to your personal and account information to those who need access to use it as set forth in this policy. Only authorized personnel are permitted to see your PLCH Account password. Your other personal and account information may be disclosed to third parties in limited circumstances. For example, we may share your personal and account information with our service providers and strategic partners and with suppliers and other entities involved in transactions you have initiated. We may disclose your personal and account information to respond to subpoenas, court orders, or other legal process, as required by law, or to establish or exercise our legal rights or defend against legal claims. Your personal and account information may also be disclosed in connection with a sale of some or all of our business or a merger with another company.
- **How does PLCH protect my account, financial, or credit card information?** Whenever sensitive information is sent to or from www.plchardware.com, we receive such information from your browser, or present it to you, via a VeriSign certified secure-server using industry-standard SSL (secure socket layer) encryption. Our Website is certified by VeriSign, which verifies that our Website is authentic and that we use SSL security. To view our VeriSign certificate, click on the image of the closed lock or the solid key at the bottom of your browser window. Our Website security information will appear.
- **What security precautions are in place to protect against loss, misuse, or alteration of my information?** Your PLCH account information is password-protected so that only you and PLCH authorized employees have access to such personal information. PLCH has implemented security policies, rules and technical measures to protect the personal data that we have under our control from unauthorized access, improper use or disclosure, unauthorized modification, unlawful destruction or accidental loss. All our employees and data processors, who have access to, and are associated with processing of personal data, are obligated to respect the confidentiality of our visitors' personal data.

If you have any questions or comments about our privacy practices, and the use of cookies, please send email to: support@plchardware.com or **Contact Site Support** online.

15 General

- The Terms may not be modified or cancelled without written agreement from PLCH. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. The provisions set out in these Terms are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto. The Terms will be governed by and construed in accordance with the laws of the State of Maryland, other than the conflicts of laws principles thereof, and subject to the jurisdiction of courts of Baltimore County.