

## CapitolMac.com Web Store Terms and Conditions

By accepting these Terms and Conditions through your use of capitolmac.com ("the Site"), you certify that you are 18 years of age or older. If you are under the age of 18 but at least 13 years of age you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. CapitolMac does not intentionally collect personal information about children under the age of 13. Children under the age of 13 may not use this site, and parents or legal guardians may not agree to these Terms and Conditions on their behalf. If you are a parent or legal guardian agreeing to these Terms and Conditions for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this site, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these Terms and Conditions, do not use this Site. All billing and registration information provided must be truthful and accurate. Providing any untruthful or inaccurate information may constitute a breach of these Terms and Conditions. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item(s) requested.

### The Mid Atlantic's Original Apple Specialist.

1700 West Main Street  
Richmond, VA 23220-4635  
Telephone **804.358.3100**

714 South Broadway  
Baltimore, MD 21231-3406  
Telephone **410.657.8000**

5131 Main Street  
Williamsburg, VA 23188-2811  
Telephone **757.320.5800**

**capitolmac.com**

### Order Acceptance

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge.

### Pricing Information

While CapitolMac strives to provide accurate product and pricing information, pricing or typographical errors may occur. CapitolMac cannot confirm the price of an item until after you order. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, CapitolMac shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is priced incorrectly, CapitolMac may, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Prices and availability are subject to change without notice.

### Website Errors

CapitolMac makes every effort to ensure that the information on capitolmac.com is accurate, complete and current. Despite our efforts, there may be instances when information about a Product contains inaccurate or incomplete data, including data about the Product's price or availability. CapitolMac makes no warranty or guarantee that the information on capitolmac.com is error-free, complete, or current. We reserve the right to correct errors and/or update the content on capitolmac.com at any time without notice. CapitolMac also reserves the right to refuse or cancel any order containing any error or inaccuracy, including after the order has been submitted, whether or not the order has been confirmed and your credit card charged. If your order is canceled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge. If product is marked "in stock" and not available, you will be notified within 48 hours.

Online sales are intended for, and limited to, personal use and domestic sales only. We reserve the right to limit the number of products sold, including the right to prohibit sales to re-sellers. We disclaim all responsibility for the accuracy of any map or direction presented on our website. We will not ship to foreign locations. Warranties for products that are exported will be null and void.

### Disclaimer

There are certain risks in using any information, software, or products found on the internet; CapitolMac cautions you to make certain that you completely understand these risks before retrieving, using, relying

upon, or purchasing anything via the internet. Visitors to this website assume all responsibility and risk for the use of this website.

#### **Limitation of Liability**

CapitolMac is not responsible for any infections, contaminations, delay in operation or transmission, line failure, errors, omissions, interruptions, or defects arising out of your use of this site or with respect to the material provided and/or contained on this site.

In no event shall CapitolMac be liable for any special, direct, indirect, incidental, or consequential damages, or any other damages of any kind, resulting from whatever cause, including but not limited to loss of use, loss profits, or loss of data, whether in an action under theories of contract, negligence, strict liability, or otherwise, arising out of or in any way in connection with the use of or inability to use the information or materials on, or accessed through, the CapitolMac website.

Notwithstanding the above, in no event shall CapitolMac total liability to you for any and all claims, damages, losses and causes of action exceed the amounts paid to CapitolMac by you in connection with the transaction claimed by you to give rise to your claim.

#### **Privacy Policy**

This Privacy Policy governs the manner in which CapitolMac collects, uses, maintains and discloses information collected from users (each, a "User") of capitolmac.com ("Site"). This privacy policy applies to the Site and all products and services offered by CapitolMac.

#### **Personal identification information**

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, place an order, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number, credit card information. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

#### **Non-Personal identification information**

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

#### **Web browser cookies**

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

#### **How we use collected information**

CapitolMac may collect and use Users' personal information for the following purposes:

*To improve customer service.* Information you provide helps us respond to your customer service requests and support needs more efficiently.

*To personalize user experience.* We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

*To improve our Site.* We may use feedback you provide to improve our products and services.

*To share your information with third parties.* We may share or sell information with third parties for marketing or other purposes.

*To run a promotion, contest, survey or other Site feature.*

*To send Users information they agreed to receive about topics we think will be of interest to them.*

*To send periodic emails.* We may use the email address to send User information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If User

decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

#### **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

#### **Sharing your personal information**

We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

#### **Advertising**

Ads appearing on our site may be delivered to Users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non personal identification information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers.

#### **Changes to this privacy policy**

CapitolMac has the discretion to update this privacy policy at any time. We encourage Users to frequently visit our website for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

#### **Returns**

You must contact CapitolMac to get authorization for a return. You may return any new product purchased from CapitolMac that is "dead on arrival," arrives in damaged condition, or is still in unopened boxes, for a full refund within 15 days of purchase. CapitolMac reserves the right to test "dead on arrival" returns and impose a customer fee equal to 10% of the product sales price if the customer misrepresents the condition of the product. Any returned product that is damaged through customer misuse, is missing parts, or is in unsellable condition due to customer tampering may result in the customer being charged a higher restocking fee based on the condition of the product, or a refusal to accept the return. CapitolMac will not accept returns of any desktop or notebook computer more than 15 days after you receive the shipment. We do not accept returns on CTO (Configured To Order) computers.