

Terms of Use and Conditions

In order to place an order on www.onlinefireworks.com, the customer must agree and check the box at checkout that the customer agrees and understands the Hold Harmless Agreement, the Privacy / Security Policy, the Return Policy, the Shipping Policy, the Order Cancellation Policy, the Item Quantity / Price Policy, and the Coupon / Coupon Code Policy.

Hold Harmless Agreement

Please review our Hold Harmless Agreement, which also governs your visit to the Site, to understand our practices, the customer must agree upon check out to complete the order.

The Site, as well as the websites of our affiliates and subsidiaries, are currently being provided free-of-charge to you. The terms "you", "your", and "yours" refer to the customer/purchaser utilizing our Site(s). The terms "Onlinefireworks.com", "we", "us", and "our" refer to Onlinefireworks.com, Inc., and its affiliates, and subsidiaries. We reserve the right to change the nature of this relationship at any time and to revise these Terms and Conditions from time to time as we see fit. If you violate the terms of this Agreement you will have your access canceled and you may be permanently banned from using the Site and any interactive services. You should check these terms and conditions periodically. By using the Site after we post changes to these Terms and Conditions, you agree to accept those changes, whether or not you actually reviewed them.

Entering the Site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not enter the Site.

We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion.

Privacy / Security Policy

Please review our Privacy and Security Policy, which also governs your visit to the Site, to understand our practices, the customer must agree upon check out to complete the order.

Copyright

You acknowledge that the Site contains information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material (collectively "Content") that are protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is copyrighted as a collective work under the U.S. copyright laws, and we own a copyright in the selection, coordination, arrangement, and enhancement of such Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are

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Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Site or any information displayed on the Site, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms and Conditions; or (b) with our prior written permission or the prior written permission from such third party that may own the trademark or copyright of information displayed on the Site.

Intellectual Property Infringement

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1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; 2. A description of the copyrighted work or other intellectual property that you believe has been infringed; 3. A description of where the material that you claim is infringing is located or identified on the Site; Your name, address, telephone number, and e-mail address; 4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and 5. A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property. The above information should be provided to Onlinefireworks.com agent for notice of claims of copyright or other intellectual property infringement, who can be reached as follows:

By Mail:

www.Onlinefireworks.com

Copyright Agent / Trademarks

P.O. Box 93
O'Fallon, MO 63366

Trademarks

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Site access

You may not download (other than page caching) or modify the Site or any portion of it, without our express, written consent. This includes: a prohibition on any resale or commercial use of the Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express, written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Onlinefireworks.com or its affiliates without our express, written consent. You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without our express, written consent.

Your account

If you use the Site, you are responsible for maintaining the confidentiality of My Account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under My Account or password. We and our affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Export

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Links

We are not responsible for the content of any sites that may be linked to or from www.Onlinefireworks.com, or any bulletin board associated with [Onlinefireworks.com](http://www.Onlinefireworks.com). These links are provided for your convenience only and you access them at your own risk. Any other website accessed from the Site are independent from [Onlinefireworks.com](http://www.Onlinefireworks.com), and [Onlinefireworks.com](http://www.Onlinefireworks.com) has no control over the content of that other website. In addition, a link to any other web site does not imply that [Onlinefireworks.com](http://www.Onlinefireworks.com) endorses or accepts any responsibility for the content or use of such other website.

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by [Onlinefireworks.com](http://www.Onlinefireworks.com) of that third party or of any product or service provided by a third party.

Disclaimers and limitations of liability

The Site is provided on an "AS IS," "as available" basis. Neither [Onlinefireworks.com](http://www.Onlinefireworks.com), nor its affiliates, subsidiaries, or designees, nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Associates") warrant that use of the Site will be uninterrupted or error-free. Neither [Onlinefireworks.com](http://www.Onlinefireworks.com), nor its Associates warrant the accuracy, integrity, or completeness of the Content provided on the Site or the products or services offered for sale on the Site. Further, we make no representation that Content provided on the Site is applicable or appropriate for use in locations outside of the United States. [Onlinefireworks.com](http://www.Onlinefireworks.com) specifically disclaims warranties of any kind, either expressed or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. No oral advice or written information given by [Onlinefireworks.com](http://www.Onlinefireworks.com) or its Associates shall create a warranty. You expressly agree that the use of the Site is at your sole risk.

Under no circumstances shall [Onlinefireworks.com](http://www.Onlinefireworks.com) or its Associates be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Site, including but not limited to reliance by a user on any information obtained at the Site, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to [Onlinefireworks.com](http://www.Onlinefireworks.com) records, programs or services. The foregoing limitation of liability shall apply whether in an action of contract, negligence, or other tortious action, even if an authorized representative of [Onlinefireworks.com](http://www.Onlinefireworks.com) has been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all content, merchandise and services available through the Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

Prices and availability of products on the Site are subject to change without notice. Errors will be corrected when discovered, and we reserve the right to revoke any stated offer and

to correct any errors, inaccuracies, or omissions (including after an order has been submitted).

Although we take steps to ensure the accuracy and completeness of product and third-party services that are posted on the Site, please refer to the manufacturer or Associates for details.

Online conduct

You agree to use Onlinefireworks.com only for lawful purposes. You are prohibited from posting on or transmitting through Overstock.com any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If we are notified of allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by you (e.g., through an author chat or online review), Onlinefireworks.com may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such Content from the Site. We may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate Onlinefireworks.com; or (iii) to protect the rights or property of Onlinefireworks.com, its Associates, and you.

We reserve the right to prohibit conduct, communication, or Content that it deems in its sole discretion to be unlawful or harmful to you, Onlinefireworks.com, the communities that make up Onlinefireworks.com, or any rights of Onlinefireworks.com or any third party. Notwithstanding the foregoing, neither Onlinefireworks.com nor its Associates can ensure prompt removal of questionable Content after online posting. Accordingly, neither Onlinefireworks.com, nor its affiliates, nor any of their officers, directors, employees, or agents, nor Associates assumes any liability for any action or inaction with respect to conduct, communication, or Content on Onlinefireworks.com.

Termination of usage

We may terminate your access or suspend your right to access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, Associates, or Onlinefireworks.com. In addition, we reserve the right to refuse an order from any customer at our sole discretion.

Usage by children under 18

We cannot prohibit minors from visiting the Site. We must rely on parents, guardians and those responsible for supervising children under 18 to decide which materials are appropriate for such children to view and/or purchase.

We require that all purchases be made either (i) by individuals 18 years of age or older, or (ii) by minors with the permission of their parent or guardian for such minors to purchase

items on the Site and for the collection by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU PURCHASE A PRODUCT AT Onlinefireworks.com, YOU ARE REPRESENTING TO Onlinefireworks.com THAT YOU ARE EITHER AN INDIVIDUAL 18 YEARS OF AGE OR OLDER, AND FOR US TO COLLECT CERTAIN INFORMATION ABOUT YOU IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

Random AGE Verification Process - We reserve the right at times to randomly check the age of the person/s making the order. If your order is randomly selected you will be notified via phone or email that your order is "Pending Age Verification \$25.00 fee +). You will not be charged the fee of \$25.00 fee + (additional 25% restocking fee on total order total as your order has been pulled and packed, plus \$20.00 supply fee for packing materials and labor charges). Total Minimum charge is \$45.00 plus the 25% or order total restocking fee. Again, this fee is only if you do not respond to our AGE verification process via phone or email. We will attempt 3 times in both manners, if unable to verify, we will cancel order and apply charges. If your order was not enough to cover the applicable charges, you authorize and approve onlinefireworks.com to charge the additional fees to your payment source. Parent / Guardian Notice of Minors: If your minor uses your payment system to make an unauthorized, illegal purchase as you must be 18 years of age, the minor's parents / guardian is still responsible for the applicable fees. All contested court, law fees shall be paid by the contesting party in the State of Pennsylvania. *****If the card was used without your permission / stolen, we reserve the right to press criminal charges against the person placing the order to recover our costs associated with the transaction in the court of Law in Pennsylvania.

Item Quantity and Displays as advertised

All Items are sold as Individual items or per foot, unless otherwise stated. Some items are displayed in photo's are full display cases and state to receive full display box you must order this quantity. It is not meant to be misleading, it clearly states each item is one piece only, thus we offer quantity discounts. There are no refunds for customer errors. We reserve the right to correct any errors in photos, pricing or quantity at www.onlinefireworks.com discretion at anytime without notice to the consumer.

Applicable law by visiting the Site, you agree that the laws of the State of Pennsylvania, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and Onlinefireworks.com or its affiliates and subsidiaries.

Disputes

Any dispute relating in any way to your visit to the Site or to products you purchase through the Site shall be submitted to confidential arbitration in Reading, Pennsylvania, except that, to the extent you have in any manner violated or threatened to violate Onlinefireworks.com's intellectual property rights, Onlinefireworks.com may seek

injunctive or other appropriate relief in any state or federal court in the State of Pennsylvania, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Site policies, modification and severability

Please review our other policies, such as our Privacy and Security Policy, posted on the Site. These policies also govern your visit to Onlinefireworks.com. We reserve the right to make changes to the Site, policies, and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Cancellation Policy

Please review our Order Cancellation Policy, which also governs your visit to the Site, to understand our practices, the customer must agree upon check out to complete the order.

Order Cancellation Policy

Our customers can cancel their orders at anytime without cancelation fees until the item is considered packed and shipped and via www.onlinefireworks.com discretion.

Once an item is packed and shipped, at times it can be recalled via UPS intercept which has an associated fee from UPS of at least \$15.00, there is also a 25% restocking fee (based on total order total including, SH and tax) on any package.

Coupons and Promotional Codes Policy

What is a coupon or promotional code?

A coupon or promotional code discounts the price on either a single item or an entire purchase. The discount may be offered as a percentage or dollar amount.

How do I get a coupon or promotional code?

Coupons and promotional codes are available through the www.Onlinefireworks.com newsletter and other promotional offers. Signup for our free newsletter.

How do I use a coupon?

Follow the coupon link located in the Onlinefireworks.com newsletter or on affiliate websites. The discount associated with the coupon will display either in the Shopping

Cart or the Billing & Shipping section of checkout. If the discount is not displayed then the coupon did not apply.

How do I use a promotional code?

To enter your promotional code, add your item(s) to the cart and check the “I have a Gift Card or Promotional Code” box located at the bottom of your shopping cart. Enter the promotional code and click the “Secure Checkout” button.

If the promotion code is valid, you will proceed to checkout. If the code is invalid, an error message will display. Promotional code discounts will display in the Billing & Shipping section of checkout.

Why isn't my coupon working?

- Only one discount can be applied to each order unless indicated
- Only one coupon may be used per household.
- Shipping coupons may apply to the lower 48 states only.
- Your coupon may have expired.
- Coupons can be tied to a specific product or exclude specific products.
- Coupons may require a minimum purchase or impose a maximum savings.
- Coupons do not apply toward purchases for Gift Cards.
- Coupons do not apply to items within certain categories unless specifically stated.
- If you feel the discount you wish to use is not covered by these exceptions and should still apply to your order, please contact customer service.

***Coupons are for use only on the current order. Once an order has been submitted, a coupon can no longer be applied to that order. Pricing, specifications, availability and terms of offers may change without notice. Qualifying totals and maximum savings are calculated before taxes, fees, shipping and handling. www.Onlinefireworks.com cannot be responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.**

Return Policy

Please review our Return Policy, which also governs your visit to the Site, to understand our practices, the customer must agree upon check out to complete the order.

Shipping Policy

Please review our Shipping Policy, which also governs your visit to the Site, to understand our practices, the customer must agree upon check out to complete the order.

The term ³shipping² or ³ship² includes the commencement of shipping items in an order for multiple purchases or where the item purchased consists of components that must be shipped separately. For example, your order may consist of (1) several different items, (2) a quantity of the same item, or, (3) a single item with several component parts the size of which might require them to be shipped in separate packages. In all such orders, we endeavor to ship out individual packages together so that they arrive at the same time; however, when that is not possible, we commence shipping by shipping individual packages in the order the soonest they are available and conditions permit. In these instances, our notification to you that your order has ³shipped,² marks the time when shipping has commenced; it does not mean that all items in the order have shipped at that time. All packages sent have a separate tracking number and may be followed on the Order Status page. You agree that Credit cards and debit cards are to be charged on the date of inventory reservation for the order, not the date of shipping.

Sales to USA addresses only, no International orders.

Thank you for your service but we are unable to ship our items to APO's or FPO's.

We are proud to offer Same Day or Next Day packing and shipping of your order. There may be slight delays during peak seasonal times. We attempt to ship all orders ASAP; we are not responsible for delays in USPS, UPS, FedEx or Truck shipments due to weather or any other delays or natural disasters. Delivery takes between 1 and 9 days depending on location shipped from our warehouse at zip 63368. Please leave enough time to get your shipment for that special event.