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1. How this agreement works.

1.1 Introduction.

Welcome to The Mat Source (the "Site"). This User Agreement ("Agreement") lists the terms and conditions of the agreement between you and The Mat Source for the buying, selling, renting, and shipping of heavy equipment mats ("mats"), and all other services that we provide (the "Services"). By using the Site to purchase, rent, sell or ship mats, or secure our other services - you agree to accept the terms and conditions of this Agreement.

1.2 Modification.

If we change this Agreement, we shall post a revised version of this Agreement here, which shall automatically replace the terms of this Agreement. Your continued use of the Site and the Services following The Mat Source's posting of a revised Agreement will constitute your acceptance of the revised Agreement. If you do not agree with the terms of this Agreement or any revised version of this Agreement, do not continue to use the Services or this Site.

1.3 Additional Policies.

This Agreement incorporates by reference the following policies and documents also found on this Site:

- [Privacy Policy](#)
- [Buyer's Responsibilities](#)
- [Seller's Responsibilities](#)
- [Freight Agreement](#)

2. Who we are and what we do.

2.1 Products.

The Mat Source is a website service that allows users who want to buy or rent mats ("Buyers") to find mats to purchase or rent from registered users who want to sell or rent their mats ("Sellers"). Our marketplace creates an ideal environment for Sellers to market and sell or rent their mats and for Buyers to find what they need. The fulfillment of confirmed orders is the responsibility of the Seller unless otherwise agreed upon by The Mat Source, the Seller and the Buyer.

2.2 Services

The Mat Source offers a number of services beyond the scope of most mat suppliers.

Shipping – The Mat Source arranges the shipping of mats unless otherwise agreed upon by The Mat Source and the Seller. We work hard and try to deliver mats on-time and in the same condition as when we received them from the Seller.

Other Services – Through a partnership with New South Equipment Mats, our experts are available to put boots on the ground and visit your project for site analysis to help you determine the best option for your needs. We also provide lay-down and pick-up services to help you accomplish your goals on-time.

[More Information...](#)

3. Listing mats as a Seller.

3.1 Listing Process.

A registered user who wants to sell or rent mats may list the mats at The Mat Source. As part of the listing process, the Seller assigns a price to the mats and provides information such as the type, dimensions, condition, quantity, and location in accordance with the process outlined in the Seller Agreement.

3.2 Fees and Commissions

Initiation Fee (Mandatory) – The Mat Source charges a one-time, non-refundable initiation fee of \$150.00. This fee covers the insertion of the Seller's info into The Mat Source database. We will not delete your information even if you choose to remove your listings or place a hold on your account.

Listing Fee (Mandatory) – Sellers are charged a listing fee of \$5 per listing per month.

Sales Commission (Mandatory) – When your mats sell or rent, we collect a commission equal to the following percentages of the total transaction (sale or rental price) cost:

- 3% of transaction cost when selling or renting fewer than 500 mats. (1-499)
- 2% of transaction cost when selling or renting 500 mats or more. (500+)

Partnership Fee (Optional) – Sellers may purchase an optional Partnership plan with The Mat Source for \$300.00 per month. Under this plan, Seller information including the Seller's company logo, contact information, and website and email links are visible for The Mat Source customers to view and visit.

The Mat Source calculates the commission due automatically before we send your invoice. Be sure to keep this in mind when deciding on the sale price of your mats.

3.3 Seller Responsibility.

Once a Seller confirms a purchase or rental of mats from a Buyer, Seller shall fulfill the order with the exact mats that the Seller listed and agreed to sell or rent.

Failure to fulfill an order is a breach of this agreement and will cost the Seller money.

Such a situation will have a negative impact on The Mat Source marketplace and the experience of those Buyers and Sellers who use The Mat Source.

For this reason, failure to perform your Duties as a Seller may result in additional costs to you including, but not limited to, payment of additional expenses to Buyers, order cancellation, withholding of payment, and account suspension or deactivation. The following is a summary of your duties as a seller that, when not fulfilled, could result in a breach of this Agreement and some or all of these penalties:

- **Fulfill your orders.** This is simple and the most important of all your duties as a seller. The Mat Source marketplace depends on the reliability of Sellers. When orders are not fulfilled, the Buyer's experience suffers and the reputations of The Mat Source and all Sellers are tarnished. As a result, failure to fulfill your order is a breach of this Agreement.
- **Deliver the mats you sell.** As a The Mat Source Seller, you must fulfill orders by delivering the exact mats indicated in your listing and purchased by the Buyer. Failure to do so results in a lengthy process to find replacement mats for the Buyer that, even when it goes smoothly, is a bad Buyer experience. Failure to deliver the mats you sell is a breach of this Agreement.
- **Load mats on time.** Timely loading of mats is crucial. Buyers expect their mats within the requested timeframe. Failure to load mats when agreed is a breach of this agreement. Such a breach creates problems with trucking companies and may cost you money in costly solutions.
- **Behave legally, ethically, and professionally.** Illegal, unethical and unprofessional behavior is a breach of this Agreement. A successful, thriving marketplace can be hectic but it should always be civil. We promise to treat you with integrity, courtesy, and respect and we expect the same from all Buyers and Sellers at The Mat Source.

Important: If, at any time, you fail to deliver mats you've listed, or deliver damaged, useless or misrepresented mats, you will be held responsible for any and all charges we incur to satisfy the Buyer including, but not limited to, cost of replacement mats, freight rerouting charges, and refunds to the Buyer.

We hope that your understanding the importance of these duties will empower you to attain greater success as a Seller at The Mat Source while making The Mat Source marketplace a more efficient and positive experience for everyone.

The Mat Source is not responsible for any errors made by the Seller in the listing or pricing of mats and is not liable for any such errors.

4. Finding mats and placing orders as a Buyer.

4.1 Placing Orders.

To order mats, a Buyer first browses The Mat Source listings for mats that match what the Buyer is seeking. When the Buyer finds desirable mats, the Buyer submits a request for an "Official Quote" to begin the process of purchasing or renting the mats. Once the Buyer's request for an Official Quote is submitted, The Mat Source will communicate with the Buyer to finalize the price or cost of the mats and obtain a credit application, purchase order or payment in full from the Buyer. A Purchase Order does not complete the sale. Sellers have 48 hours to confirm receipt of an order and confirm the pick-up date. The sale or rental is complete only after the Seller has confirmed the pick-up date and the Buyer's purchase order is obtained, credit card is charged or credit application approved by the Seller. Once the sale is confirmed, the Buyer's Purchase Order cannot be cancelled or retracted.

4.2 Payment Authorization.

The Buyer is not Invoiced until the Buyer's order is confirmed by the Seller. However, when a Buyer submits a purchase order, the Seller may obtain an authorization from the Buyer's credit line or credit card for the full order amount, which equals the total purchase price or rental cost of the mats, plus freight charges. The authorization remains on the Buyer's credit card until the sale or rental is completed or the order is cancelled. Although an authorization is not a charge, debit card issuers will place a hold on funds when an authorization is obtained by a Seller. When ordering mats, an authorization is sent to the Buyer's credit or debit card for *each purchase order the Buyer places*. Please contact your financial institution to better understand their policies on such matters. In all cases, The Mat Source is not responsible for any bank fees or other penalties resulting from authorizations and/or charges to the Buyer's credit or debit card when the Buyer places orders. The Mat Source discourages the use of debit cards for purchasing or renting mats.

4.3 Mat Information.

Mat inventories and conditions may change. It is up to you, the Buyer, to verify the most recent changes and the current inventory. Please contact The Mat Source sales team for the latest inventory updates.

4.4 Seller Information.

The Mat Source does not guarantee any information provided by Sellers in the Seller Comments area of mat listings.

4.5 Substituted Mats.

Mat listings are a representation of actual mats. Mats may be substituted with comparable or better mats. Actual mats may vary from those purchased on the Site. The Mat Source reserves the right to determine what constitutes a "comparable" or "better" mat for substitution purposes.

5. Notifying the Seller of the order.

5.1 Notification.

Once The Mat Source obtains a credit application, purchase order or payment in full from a Buyer, we notify the Seller of the sale or rental via email and/or telephone that a Buyer has submitted a credit application, purchase order or payment in full for the listed mats at the listed price and is willing to pay the freight charges that we have calculated. At this time, The Mat Source verifies the authenticity of the order and reserves the right to cancel any order that it identifies as fraudulent.

5.2 Seller's Confirmation.

In most cases the Seller confirms the order within 48 hours using the confirmation process. If the Seller cannot ship the mats immediately upon confirming of an order, the Seller must, when confirming the order, provide the date the Seller expects to be able to ship the mats to the Buyer. If the expected shipping date changes, it is the Seller's responsibility to contact The Mat Source in advance and provide a new expected ship date. In all cases, if the Seller does not ship the mats on or before the expected ship date and a new ship date was not provided in advance to The Mat Source, The Mat Source reserves the right to cancel the order at any time and charge the Seller a late shipment fee, plus any costs The Mat Source incurs to fulfill the Buyer's order. These charges may include, but are not limited to, cost of replacement mats, Freight rerouting charges, and refunds to the Buyer.

6. Completing the sale.

6.1 Invoicing.

Once the Seller confirms the order, the Seller may charge the Buyer's credit card for the total sale price or cost of rental, plus the freight charges and any taxes OR submit an invoice to the Buyer for the amount agreed to in the Buyer's purchase order, plus the freight charges and any taxes. At no time does The Mat Source invoice or charge the Buyer. The check or credit card charge is paid to the Seller, and The Mat Source is compensated for the sale or rental according to the Commission agreed upon with the Seller. Sellers are notified of the exact amount of the commission that The Mat Source will collect before completing the listing process and committing to list their mats for sale.

6.2 Shipping

The arrangement of shipping is the responsibility of The Mat Source unless otherwise determined by The Mat Source, the Seller, and the Buyer. Freight providers will be charged a 5% commission fee on all shipping charges coordinated by The Mat Source.

6.3 Dispute Resolution.

After receiving the mats, if a Buyer is dissatisfied with any part of the purchase or rental, the Buyer must notify The Mat Source immediately. The Buyer's failure to notify The Mat Source of any dissatisfaction may waive any and all claims the Buyer may have against The Mat Source or the Seller.

7. Your relationship with us.

7.1 Permission.

As a Seller, you grant The Mat Source permission to charge your credit card or invoice you for the listing of your mats, the commission due for the of sale or rental of your mats, as well as any other fees you have agreed to in these Terms and Conditions. The Seller also grants The Mat Source permission to invoice the Seller or charge the Seller's credit card if the Seller, at any time, fails to deliver the mats the Seller listed or if the Seller delivers damaged, useless or misrepresented mats. These charges may include, but are not limited to, the cost of replacement mats, freight rerouting charges, refunds to the Buyer, and other charges we incur to satisfy the Buyer.

As a Freight Provider, you grant The Mat Source permission to charge your credit card or invoice you for the commission of freight charges agreed to in these Terms and Conditions.

7.2 Grant of License.

You grant The Mat Source a perpetual, non-exclusive, transferable, worldwide, irrevocable, royalty-free right to exercise publicity, database, trademark and copyright rights, including the right to reproduce, modify, adapt, publish and display on the Site and on the sites of our partners and affiliated companies, any content you may provide to The Mat Source in connection with your use of The Mat Source and its Services. You agree that The Mat Source shall be permitted to use your name or user ID, home city and other ancillary information (for example, the number of years you have been a registered user) in connection with the content in conjunction with The Mat Source marketing, promotion and publicity efforts in any media known now or in the future.

7.3 Release.

The Mat Source acts as a marketplace only to allow Buyers and Sellers to interact regarding mats. In all cases, the submission and confirmation of orders are transactions between Buyers and Sellers only. The fulfillment of confirmed orders is the responsibility of the Seller. If you have a dispute with one or more registered users, you release The Mat Source and all affiliated companies, officers, directors, agents, parents, subsidiaries, legal representatives and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

7.4 Privacy.

We use your information only as described in The Mat Source [Privacy Policy](#). If you object to your Information being transferred or used in this way please do not use our services.

8. Things we don't allow.

8.1 Offline Transactions.

You agree not to use The Mat Source website to (a) contact other Site users, (b) invite contact with other Site users, (c) solicit sales or rentals outside of The Mat Source, or (d) initiate or engage in transactions (either purchases, sales or rentals) outside of The Mat Source. The Mat Source is not responsible for any damages or lost profits that result from Site users directly contacting other Site users or for any damages or lost profits resulting from transactions conducted outside of The Mat Source, including transactions that originate at The Mat Source and are taken offline.

8.2 Personal Information in Seller Comments.

As a Seller, you agree not to place any personal information (including, but not limited to, addresses, phone numbers, or email addresses) in the Seller Comments area of mat listings unless the Seller has purchased a Partnership subscription.

8.3 Abusive Behavior.

You agree not to use abusive language or behave in an abusive manner to any of The Mat Source employees or customers.

8.4 Adult Materials.

You agree not to list, sell or buy or rent any adult materials, obscene materials or pornographic materials through the Site, directly or indirectly, and you agree not to use any names or other information found on or via this Site to do so.

8.5 Illegal Activity.

You agree not to use this Site for unlawful purposes or in an unlawful manner. You agree to comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the Site and the selling or renting of mats. You agree not to use or permit anyone to use information provided through the Site for any unlawful or unauthorized purpose. You agree not to register under a false name or use an invalid or unauthorized credit card. You agree not to copy, modify, or distribute any content from the Site, including The Mat Source's copyrights and trademarks, and/or link to the Site without The Mat Source's prior written permission.

8.6 Double Posting and Removal of Mats.

To post a mat for sale or rent on the Site, you must first register with The Mat Source. Once a mat is posted, we strongly discourage posting that mat for sale or rent elsewhere. If you choose to sell or rent your mat in other marketplaces you are required to remove your mat from the Site immediately if your mat sells or rents elsewhere. Except as provided herein, you agree not to promote the sale or rental of mats through any site other than The

Mat Source without express permission from The Mat Source. We reserve the right to prohibit users from posting mats at The Mat Source if they are not able to provide the exact mats that were posted at The Mat Source. If you, at any time, fail to deliver the mats you've listed or deliver damaged, useless or misrepresented mats, The Mat Source reserves the right to cancel the order, return the mats to you, and hold you liable for any and all charges we incur to satisfy the Buyer. These charges may include, but are not limited to, cost of replacement mats, freight rerouting charges, and refunds to the Buyer.

8.7 Stolen Property.

The sale of stolen property at The Mat Source is strictly forbidden, and violates state, federal and international law. The Mat Source strongly supports law enforcement efforts to recover stolen property that is listed on the Site, and urges the prosecution of those responsible for knowingly attempting to sell such items on The Mat Source. Stolen property includes items taken from private individuals, as well as property taken without authorization from companies or governments.

8.8 Promotional Materials.

The Buyer name and address information is provided to Sellers for the sole purpose of invoicing the Buyer for specific purchased or rented mat(s) and may not be used by the Seller for any other purpose, either in connection with such purchases or rentals or separately from such purchases or rentals. If you are a Seller, you agree not to include in your shipment to the Buyer any promotional or other commercial material that is not provided or approved by The Mat Source. This includes, without limitation, material that announces a website or invites the Buyer to visit a website other than The Mat Source, catalogs, business cards, business reply cards, bookmarks, coupons, flyers, solicitations or other marketing or advertising material. You agree not to separately contact the Buyer at any time for any reason.

9. Consequences.

9.1 Investigations.

We may investigate complaints and violations of our policies. You agree to cooperate fully with such investigations, including without limitation, providing us specific information regarding your right to mats, the source of mats, your acquisition of mats, and the price you paid for mats.

9.2 Violations, Termination and Suspension.

We may take any action that we deem appropriate in our sole discretion (including without limitation issuing a warning, suspending or terminating service, denying access, removing a listing or recommending you edit a listing) if: (a) you breach this Agreement or any document it incorporates by reference; (b) you are unwilling to cooperate with our investigation of a complaint or reported violation; (c) we are unable to verify or authenticate any information you provide; or (d) we believe your conduct may cause legal liability for you, for other users, or for The Mat Source. You agree that payments owing to you for sales or rentals made through this Site may be suspended or delayed pending our investigation. The Mat Source is not obligated to pay you for any sales or rentals if we have a good faith basis to believe such sales or rentals were unlawful or otherwise made in material violation of this agreement.

9.3 Disclosure of Information.

You agree that The Mat Source may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other relevant third parties. The Mat Source will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

9.4 Making Adjustments.

You authorize us to withhold payment or charge your credit card account any amount you owe us if (a) a sale or rental is cancelled for any reason; (b) an adjustment is made to the terms of the sale or rental to satisfy the Buyer; (c) we reasonably believe that you have committed fraud or other illegal act or omission during any buying or selling or renting activity; (d) you are not able to produce the exact mats that you listed on the Site; (e) you deliver incorrect, damaged, useless or misrepresented mats for any order or portion of an order, (f) you fail to load mats by the expected ship date you provided without notifying The Mat Source in advance or (g) you otherwise owe us

a specific amount. If any of these things happen, we may also deduct from any amount we owe you the amount you owe us.

10. Your warranties to us.

10.1 Accurate Descriptions.

For all mats you list as the Seller, you warrant that your descriptions of the mats accurately detail and describe the mats offered for sale or rent. If you, at any time, deliver damaged, useless or misrepresented mats, The Mat Source reserves the right to cancel the order, return the mats to you, and hold you liable for any and all charges we incur to satisfy the Buyer. These charges may include, but are not limited to, cost of replacement mats, freight rerouting charges, and refunds to the Buyer.

10.2 Other Information.

You represent and warrant that any information you provide to us, to other users, or to visitors (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) does not involve the sale or rent of counterfeit or stolen items; (d) does not infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) does not violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (f) does not contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information.

10.3 Laws and Regulations.

You warrant that you will comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the Site and selling value of the mats. The Mat Source does not monitor, obtain, nor have any knowledge of the face value of mats listed on the Site.

10.4 Indemnity.

You agree to indemnify and hold The Mat Source and (if applicable) any parent, subsidiaries, affiliates, officers, directors, attorneys, agents and employees, harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by The Mat Source and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents, attorneys and employees that arise out of any claim asserted by a third party that involves, relates to or concerns any of your actions or omissions on this Site, including but not limited to your breach of this Agreement, or your violation of any law or the rights of a third party.

11. What we don't warrant (disclaimers of warranties and limitations of liability).

11.1 No Warranty.

Except for the express warranties stated in this Agreement, The Mat Source provides the software, Site and Services on an "as is" basis and "as available" basis without any warranties of any kind. The Mat Source makes no warranty with respect to its software, any mats, the Services The Mat Source provides, or that Sellers or Buyers will perform as promised, and The Mat Source expressly disclaims all such warranties, whether express, statutory or implied, including without limitation any warranties of merchantability, title, non-infringement of third party rights or fitness for a particular purpose. This warranty disclaimer affects your legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above exclusion may not apply to you.

11.2 Waiver of Consequential Damages; Liability Limit.

The Mat Source expressly disclaims any responsibility for any lost profits or special, consequential, incidental, or exemplary damages (including without limitation indirect and special damages) that may result from the services or the Site, or the suspension, termination or malfunction of the services or the site. The Mat Source's liability to you or anyone else in any circumstance is limited to the lesser of (a) \$100, and (b) the total dollar amount of all mats and other items you bought and/or sold via The Mat Source in the 12 months prior to the action allegedly giving rise to liability. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential

damages, so the above exclusions or limitations may not apply to you.

11.3 Allocation of Risk.

You acknowledge and agree that the foregoing disclaimers and limitations of liability represent bargained for allocations of risk, and that the pricing and other terms and conditions of this agreement reflect such allocations of risk.

11.4 Tax Indemnity.

You agree that The Mat Source is not responsible in any way for the accuracy or suitability of any payment of taxes to any entity on your behalf. You shall indemnify and hold The Mat Source and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by The Mat Source that arise out of any third party or governmental claim that involves, relates to or concerns (i) any federal, state or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or (ii) any dispute concerning the tax status of The Mat Source.

11.5 Change or Suspension of Site.

The Mat Source reserves the right at any time to modify or discontinue, temporarily or permanently, the Site or any part of the Site with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site or any Services under this Agreement, for any reason. We do not guarantee continuous, uninterrupted or secure access to our service, and operation of our Site may be interfered with by numerous factors outside of our control. The Mat Source is never, for any reason, responsible for mats listed on the site that do not sell or rent, including mats that remain unsold or unrented during a site outage.

11.6 Regular Maintenance.

The Site could be unavailable from time to time while it is being updated and modified. During this time, the Site will be temporarily unavailable. The Mat Source Site is updated periodically. When a Seller lists tickets for sale on the Site, the listing may not be available for purchase until the next regularly scheduled Site update (up to 1 business day). StubHub is not responsible for unsold mats resulting from these regular Site updates.

12. We own the intellectual property rights to our Site and Service.

12.1 Ownership of Intellectual Property.

You acknowledge and agree that (i) our patents, trademarks, trade names, service marks, copyrights and other intellectual property (collectively, "Intellectual Property") are and shall remain our sole property, and (ii) nothing in this agreement shall confer in you any right of ownership or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of The Mat Source's Intellectual Property.

12.2 Copyright.

The software and the Site, including without limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of The Mat Source or its suppliers, and are protected by applicable state, federal and international copyright, trademark and other laws. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of The Mat Source and protected by federal and international copyright law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content on the Site is strictly prohibited.

13. Additional terms that affect our agreement.

13.1 No Agency.

Buyers, Selleres and The Mat Source are independent contractors, and no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this Agreement.

13.2 Notices.

Except as expressly stated otherwise, all notices to The Mat Source shall be sent to the email addresses provided on the Site (e.g., customerservice@TheMatSource.com). Our street address is 281 Old Jackson Road, Suite 10, Madison, MS 39110. Except as expressly stated otherwise, all notices to you shall be sent to the email address you provided to us during the registration process. Such notice shall be deemed given one business day after the email is sent.

13.3 Governing Law; Arbitration.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi, U.S.A., without regard to its provisions governing conflicts of law. Except for allegations that you have infringed or have threatened to infringe our intellectual property rights, you and we agree that any dispute or controversy between us, or arising under or concerning performance or breach of this Agreement, shall be settled by one arbitrator in binding arbitration, to be held in Madison, Mississippi, U.S.A., under the then-current rules of the American Arbitration Association. Judgment on the arbitration award may be entered in any court of competent jurisdiction. If we allege that you have infringed or threatened to infringe our intellectual property rights, then, in addition to any other rights and remedies we may have, we may seek any preliminary or permanent injunctive relief from any court of competent jurisdiction. For such actions, you consent to the exclusive personal jurisdiction and venue of the federal and state courts in and for Madison, Madison County, U.S.A.

13.4 Miscellaneous.

This Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of this Agreement will be valid or effective unless made in accordance with the express terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected. You may not assign or transfer this Agreement, or any of its rights or obligations, without the prior written consent of The Mat Source, which we can refuse in our sole discretion. Nothing in this Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their successors and permitted assigns. Our suppliers and co-brand partners are third-party beneficiaries of this Agreement. The subject heading at the beginning of each paragraph of this Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph.