



## COMMON SENSE WELLNESS WORLDWIDE WEBSITE TERMS OF USE & PRIVACY POLICY

1. ACCEPTANCE OF TERMS. Common Sense Wellness Worldwide, LLC (referred to as "**Company**," "**us**" or "**we**"), provides this web site (this "**Site**"), as well as all of the products and services found on this Site (collectively referred to as "**Offerings**"), subject to your compliance with the following Terms and Conditions of Use ("**Terms**"), as well as any other written agreement(s) between us and you. Specifically, for independent business owners who have contracted with the Company, and others who are subject to the Company's policies and procedures (the "**Policies and Procedures**," which can be found on this Site), the Policies and Procedures are hereby incorporated herein, and to the extent the Policies and Procedures conflict with these Terms, the terms contained in the Policies and Procedures shall prevail.

We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Offerings after such modifications will constitute acknowledgement and acceptance of the modified Terms.

As used in these Terms, references to our "**Affiliates**" include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Offerings available on this Site.

BY USING THIS SITE AND OFFERINGS ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT THIS SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE OR OFFERINGS AVAILABLE ON THIS SITE, OR THESE TERMS IS TO CEASE USING THIS SITE AND/OR THOSE PARTICULAR PRODUCTS OR OFFERINGS.

2. NO GUARANTEES; TEMPORARY INTERRUPTIONS. Although Company works hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using this Site or Offerings available on this Site, and all offerings are made subject to the Policies and Procedures. You understand and agree that temporary interruptions of this Site may occur as normal events that are out of our control. You agree that the Offerings available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

### 3. PAYMENT

**Fees.** If you choose to purchase one or more of the Offerings provided on this Site, you agree to pay all fees associated with such Offerings. Any charges incurred by your purchase or use of the Offerings, will be billed to the credit card you have presented for payment. In the event you purchase an Offering that is ongoing and incurs reoccurring charges (such as a subscription or auto-ship order), such charges

will be billed in advance of delivery. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within ten (10) business days of the change.

**Overdue Amounts.** If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Offerings you have purchased, you agree that we may, at our option, suspend or terminate performance or delivery of applicable Offerings and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

#### 4. SITE CONDUCT, POSTING POLICIES & THIRD PARTY WEBSITES

**User-Created Content Guidelines.** Your use of this Site is subject to all applicable laws and regulations, and you are solely responsible for any communications utilizing this Site. By posting information on this Site, or by otherwise using any communications service, message board, newsgroup, or other interactive service available on this Site, you agree that you will not post comments, messages, links, code or other information that:

- is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- consists of unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
- breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Site, or attempts to gain access to other network or server via your account on this Site; or
- impersonates any person or entity, including any of our employees or representatives.

**No Endorsement.** Company neither endorses nor assumes any liability for any material uploaded or submitted by users on any part of this Site. Although we may not pre-screen, police or monitor



comments posted on this Site, we and our agents reserve the right to remove any and all postings that we feel do not comply with these Terms and any other rules of user conduct for this Site, or are otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such postings.

***Third-Party Sites and Information.*** This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with this Site or party by us, or any warranty of any kind, either express or implied.

***Promotions.*** From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

## 5. COMPANY INTELLECTUAL PROPERTY

***Content.*** For purposes of these Terms, “content” is defined as any information, communications, software, published works, photos, video, graphics, music, sounds, or other material that can be viewed by users on this Site and is owned by Company or its Affiliates.

***Ownership of Content.*** By accepting these Terms, you agree that all content presented to you on this Site is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of Company or its Affiliates.

All custom graphics, icons, logos and service names located on this Site are registered trademarks, trademarks or service marks of Company or its Affiliates. However, if there are third party materials on this Site then those materials are likely to contain trademarks or service marks that are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Company Inc. or its Affiliates.

Certain of the ideas, software and processes incorporated into the Offerings available on this Site may be protected by patent applications pending in the United States, and we may prepare and file additional patent applications in selected foreign jurisdictions.

***Limitations on Use of Content.*** Except for a single copy made for personal use, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content from this Site in any form



or by any means whatsoever without prior written permission from us. Any unauthorized use of Site content violates our intellectual property interests and could result in criminal or civil penalties.

**No warranty for Third-Party Infringement.** Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

## 6. CONTENT YOU CREATE

**Your Intellectual Property Rights.** Subject to our Privacy Policy (below), any communication or material that you transmit to this Site or to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content ("**User Content**"). While you retain all rights to the User Content, you grant us (including our employees and Affiliates), a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the User Content for any purpose whatsoever, regardless of the form or medium in which it is used.

We respect the intellectual property rights of others, and we ask you to do the same. In instances where we are notified of alleged infringing Company or User Content through our Designated Agent (information below), a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c). We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

If you believe that you or someone else's copyright has been infringed by Company or User Content provided on this Site, you (or the owner or rights holder, collectively, "**Rights Holder**") should send notification to our Designated Agent immediately. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Site is intended as a substitute for qualified legal advice. To file a Notice of Infringing Material, we ask that the Rights Holder provide the following information:

- Reasonably sufficient details about the nature of the copyrighted work in question, or, in the case of multiple alleged infringements, a representative list of such works. This should include, title(s), author(s), any U.S. Copyright Registration number(s), URL(s) etc.;
- Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holders' work(s) (for example, file name or URL of the page(s) that contain(s) the material);
- The Rights Holder's contact information so that we can contact them (including for example, the Rights Holder's address, telephone number, and email address);
- A statement that the Rights Holder has a good faith belief that the use of the material identified above in 2 is not authorized by the copyright owner, its agent, or the law;



- A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
- The Rights Holder's electronic signature.

Notice may be sent to our Designated Agent:

By Mail: 310 South Saint Mary's Street, Suite 2100, San Antonio, Texas 78205. Attn: Shumway Van, LLC

By Facsimile: +1 (210) 429-7677 Attn: DMCA Notice

By e-mail: [support@commonsenseww.com](mailto:support@commonsenseww.com)

**Counter-Notification.** If material that you have posted to this Site has been taken down, you may file a counter-notification that contains the following details:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address and telephone number;
- A statement that you consent to the jurisdiction of federal district court in Bexar County, Texas, and that you will accept service of process from the person who provided notification in compliance with Section 512 (c)(1)(C) of the DMCA, or an agent of such person.
- Your physical or electronic signature.

Notice may be sent to our Designated Agent.

You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may temporarily or permanently remove the identified materials from this Site without liability to you or any other party.

**Confidential Information.** As stated above, all communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our privacy policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

## 7. EMAIL SERVICES & DATA STORED ON OUR SERVERS

**Email Service.** We may make email services available to users of this Site, either directly or through a third-party provider. We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the



Electronic Communications Privacy Act, 18 U.S.C. § 2510, et. seq. or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

**Spam Prevention.** We may use automated tools or techniques to protect our users from mass unsolicited mailings (also known as “spam”) and/or other types of malicious or harmful content. However, such tools or techniques are not perfect, and we therefore are not responsible in cases where legitimate communications are accidentally blocked, or unsolicited communications get through to your Company supplied email account.

**Storage Provided by Us.** If you elect to store personal data of any kind on data servers utilized by Company related to this Site, you understand and agree to abide by our general practices and limits concerning use of the Offerings available on this Site, including without limitation the maximum number of days that uploaded content will be retained, the maximum disk space that will be allotted, and the maximum number of times you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site. You acknowledge that we reserve the right to remove or terminate accounts associated with someone that has violated one or more terms of this Agreement or the Policies and Procedures.

8. **PRIVACY POLICY & SECURITY.** Company is committed to safeguarding your online privacy with respect to the personally identifiable information that we may obtain from you on the Site. This Section 8 contains our Privacy Policy (this “**Privacy Policy**”) and answers frequently asked questions about your online privacy, including what personally identifiable information we may obtain from you and how it will be used and protected. Company may from time to time change this Privacy Policy, so please check back periodically.

**Login Required.** In order to access some of the Offerings on this Site, or to post User Content, you may be asked to set up an account and password. Our account registration page requests certain personal information from you (“**Registration Info**”). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

**Passwords & Security.** If you register for an account on this Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

WHAT PERSONALLY IDENTIFIABLE INFORMATION DO WE OBTAIN FROM YOU? WHEN DO WE OBTAIN SUCH INFORMATION?



If, upon visiting this Site, your use is limited to browsing our informational content, we will not require that you provide us with any personally identifiable information. However, we may request personal information from you at other times. For example:

- If you purchase an Offering through this Site, we may ask that you provide us with certain personal information, including your name, credit card number, expiration date, e-mail address, mailing address and telephone number. Your credit card information will be transferred to a third party for processing, which third party employs a variety security and risk management technologies to facilitate secure on-line transactions and to protect your credit information.
- If you post to a discussion forum, we may ask that you provide us with your name, e-mail address and password.
- If you want to enter any sweepstakes, contests or promotions sponsored by us or by one of our Affiliates, we will need your name, e-mail address and other information as may be required by the rules of the specific contest.
- If you choose to participate in a customer survey conducted by us or by one of our Affiliates, we may ask for your name, e-mail address and other information as may be required by the particular survey.
- If you report a problem or submit a customer review, we will ask that you provide your name, e-mail address, membership number, address, phone number and fax number. Should you contact us for any reason other than to report a problem and/or submit a review, we may also keep a record and/or copy of your correspondence with us.

#### HOW DO WE PROTECT THE SECURITY AND QUALITY OF YOUR PERSONAL INFORMATION?

To protect the security and quality of your personal information, we have implemented technical and managerial procedures to maintain accurate, current and complete information as well as to protect your personal information against loss, misuse or alteration when it is under our control. Your personally identifiable information will be encrypted and stored on secured servers. Your personal information is also password protected so that access is limited to yourself and those with whom you share your password, Company, as well as third party access facilitated by Company with your prior permission. We have also taken steps to help protect the integrity of your personal financial information when you complete a purchase transaction on this Site. As noted above, we use credible third party payment processors ("**Processors**") to facilitate confidential online business transactions and the Processors are often highly regulated and obligated to prevent your credit information from being read by unauthorized persons as this information is transmitted over the Internet. Each Processor utilizes SSL (Secure Socket Layer) encryption for the secure exchange of your personal information and the system. Each Processor's transaction system passes your credit information through its system, but does not retain any credit card numbers. Once the transaction is completed, information about the sale (without credit card information) is stored in a password-protected online database maintained by the applicable Processor. Only in an offline and offsite accounting server does retain the entire transaction record. This



eliminates the ability of hackers to gain access to your personal information. In addition, processes all transactions by private digital lines, and not via the Internet. If you would like to know more about each Processor please contact us and we will provide you with detailed information.

#### HOW DO WE USE YOUR INFORMATION?

Our primary use of your information is to administer, maintain and improve your experience on this Site generally, as well as provide you with customized, personalization services and interactive communications.

- If you check the “opt-in” feature on this Site, or if you do not uncheck a pre-checked “opt-in” box we may from time to time send you e-mails regarding this Site and special promotions. Also, we occasionally may send you direct mail about products or services that we believe may be of interest to you.
- We use your financial information (e.g., your credit card number) only to verify your credit and to bill you for Offerings purchased through this Site. We also use your contact information as necessary to send you information about the Offerings that you have purchased on this Site.
- When you enter any sweepstakes, contests or promotions sponsored by us or by one of our Affiliates, we may use your e-mail address to send you status updates.
- We use your IP address to help diagnose problems with our server and to administer the services offered on this Site. We also use your IP address to help identify you and to gather broad demographic information that we may share with our Affiliates, but only in the aggregate without any of your personally identifiable information.
- We may research the demographics, interests and behavior of our customers based on the information provided to us during membership registration, during sweepstakes, contests and promotions, from our server log files, from cookies and from surveys. Our research may be compiled and analyzed on an aggregate basis. We may share this aggregate data with Affiliates, but only in the aggregate, without any of your personally identifiable information.

#### CAN YOU “OPT-OUT” OF RECEIVING COMMUNICATIONS FROM COMPANY?

If you change your mind and decide that you no longer want to receive promotional e-mails and/or direct mailings, you may opt-out at any time by simply sending an e-mail request to [support@commonsenseww.com](mailto:support@commonsenseww.com). Similarly, if you are not receiving our promotional e-mails and/or direct mailings and wish to receive these materials, you may opt-in at any time by simply sending an e-mail request to [support@commonsenseww.com](mailto:support@commonsenseww.com).

#### PRIVACY POLICIES OF COMPANY PARTNERS





Third parties that have links on this Site may collect personally identifiable information about you. We are not responsible for the privacy policies or practices of such sites and the practices of these sites are not governed by this Privacy Policy. If you have questions about the privacy policies or practices of a third party site, you should contact this Site's administrator or web-master of the specific site. We may from time to time partner with other companies to offer co-branded services as well as sweepstakes, contests and promotions. Any information that you provide in connection with the co-branded services or any jointly sponsored sweepstakes, contests or promotions will become the joint property of Company and its Affiliates. We will maintain your information in accordance with the terms of this Privacy Policy. However, this Privacy Policy does not govern the privacy policies and practices of our Affiliates. If you have questions about the privacy policies or practices of our Affiliates, you should contact them directly.

#### DO WE SELL OR RENT YOUR PERSONALLY IDENTIFIABLE INFORMATION?

As a general rule, we do not sell or rent your personally identifiable information to anyone. If and whenever we intend to share your personally identifiable information with a third party (other than to an Affiliate, as provided herein), you will be notified at the time of data collection or transfer, and you will have the option of not permitting the transfer. However, we may from time to time rent or sell demographic information in the aggregate that does not contain your personally identifiable information.

#### WITH WHOM DO WE SHARE INFORMATION?

We generally will not disclose any of your personally identifiable information except when we have your permission to do so or under some special circumstances described below.

- As noted previously, we may from time to time partner with other companies to offer co-branded services as well as sweepstakes, contests and promotions. Any information that you provide in connection with the co-branded services or any jointly sponsored sweepstakes, contests or promotions will become the joint property of Company and its Affiliates. We may also disclose other personal information about you to our Affiliates, but only if we have obtained your permission to make the disclosure before data collection or before transferring the data.
- We may, from time to time, offer you the opportunity to receive materials or special offers from third parties. If you want to receive this information, we may (but only with your permission) share your name and e-mail address with them.
- Under confidentiality agreements, we may match user information with third party data. We also may disclose aggregate demographic and/or user information and statistics in order to describe our customer base to prospective partners and other third parties, and for other lawful purposes.
- We may disclose your personally identifiable information without your prior permission in special cases. For example, we may have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be violating the User Terms and



Conditions, or may be causing intentional or unintentional injury or interference to the rights or property of Company or any third party, including other customers. Also, we may disclose or access your personally identifiable information when we believe in good faith that law or regulation requires disclosure.

#### HOW CAN YOU UPDATE, CORRECT OR DELETE YOUR PERSONALLY IDENTIFIABLE INFORMATION?

You may edit your personally identifiable information and your password at any time by sending an e-mail request to [support@commonsenseww.com](mailto:support@commonsenseww.com).

#### WHAT ARE COOKIES? HOW DO WE USE COOKIES?

Cookies enable us to customize and personalize your experience on this Site, including the products and promotions that are offered to you. Essentially, a cookie is a small amount of data that is sent to your browser from a web server and is stored on your computer's hard drive. We use cookies for several purposes in connection with the operation of this Site

- We may use cookies to identify you and access your information stored on our computers in order to deliver you a better and more personalized experience. For example, we may use cookies to tell you about products and services specific to your interests.
- Upon request, we will save your "user name" so that you do not have to re-enter it every time you visit this Site. In providing you with this service, we use cookies.
- We may use cookies to estimate our customer base and customer usage patterns. Each browser accessing this Site may use given a unique cookie that is then used to determine the extent of repeat visits and the customer activity during those visits. We may use the historical information to help target promotions based on customer interests and behavior, both specifically to individual customers and on an aggregate basis with respect to all customers.
- We also may use cookies to track your progress and number of entries in some promotions, sweepstakes and contests, or through a meeting registration process. For example, when a promotion uses cookies, the information coded to the cookie indicates your progress through the promotion, and may be used to track entries, submissions and status of prize drawings.

Affiliates that offer co-branded services and jointly-sponsored sweepstakes, contests and promotions on this Site, may use their own cookies. We have no control over those cookies, nor does this Privacy Policy cover how your personal information contained in those cookies may be used or protected. If you have any questions about the cookies of such third parties, or about the use of your personal information by such third parties, you should contact this Site's administrator or web-master of the third party site.

#### DO YOU HAVE CHOICES ABOUT COOKIES?



Yes, you have several choices with respect to cookies. You can modify your browser preferences to accept all cookies, to notify you when a cookie is set, or to reject all cookies. However, this Site uses cookie-based authentication. Accordingly, if you choose to reject all cookies, you may not be able to log onto this Site and/or use our services or participate in our sweepstakes, contests or promotions.

#### WHAT ELSE SHOULD YOU KNOW ABOUT YOUR ONLINE PRIVACY?

It is important to remember that whenever you voluntarily disclose personal information on-line, your information can be collected and used by others. If you transmit or post personal information on-line that is accessible to others, you will not be able to control how that information is used by others. When we receive the transmitted information, we will use the procedures summarized in this Privacy Policy to ensure the integrity and security of that information in our systems. Unfortunately, notwithstanding any of the steps taken by us, it is not possible to guarantee the security and integrity of data transmitted over the Internet. Consequently, while we take the above-described reasonable steps to protect your personal information, we cannot and do not warrant the security or integrity of any information you transmit to us when registering for this Site or otherwise. All such transmission of information is at your own risk. Moreover, though we are committed to having this Site comply with this Privacy Policy, you are ultimately responsible for maintaining the secrecy of your password and your personally identifiable information. If you are careless with your password, or you decide to share your password with third parties, you must be aware of the risk that such third parties will have access to all your personally identifiable information.

9. DISCLAIMERS. ALL CONTENT AND OFFERINGS ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT OR OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, OFFERINGS OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR OFFERINGS OFFERED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR OBTAINED BY YOU FROM THIS SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR OFFERINGS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR PRODUCTS AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS.

THE USE OF THE OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.



WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THIS SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

10. LIMITATION OF LIABILITY & INDEMNIFICATION. Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for Offerings purchased on this Site during the twelve (12) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site. We reserve the



right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. **TERMINATION OF USE. GROUNDS FOR TERMINATION.** You agree that we may, at our sole discretion, terminate or suspend your access to all or part of this Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

**No Right to Offerings Upon Termination.** Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 2 through 12 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

## 12. MISCELLANEOUS PROVISIONS

***International Use.*** Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or information made in connection with this Site is void where prohibited.

***Governing Law.*** This Site (excluding any third party websites) is controlled by us from our offices in Bexar County, Texas, and the statutes and laws of the Texas shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of courts located in Bexar County, Texas.

***Notices.*** All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [support@commonsenseww.com](mailto:support@commonsenseww.com), if by email, or to our address at 310 South Saint Mary's Street, Suite 2100, San Antonio, Texas 78205, if by conventional mail. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

***No Resale Right.*** You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site or Offerings provided through this Site other than as provided pursuant to the Policies and Procedures.



**Force Majeure.** In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and Offerings available through this Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

**Savings Clause.** If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

**No Waiver.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

**Entire Agreement.** These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

