

## **TERMS AND CONDITIONS**

Welcome to DesigningLivesInternational.com. These terms and conditions apply to the Designing Lives International, LLC (“DLI”) website located at [www.DesigningLivesInternational.com](http://www.DesigningLivesInternational.com) and all other sites, services, and tools where these terms and conditions appear or are linked (collectively, the “Site”). As used in these terms and conditions, “DLI”, “us”, or “we” refers to Designing Lives International, LLC and its subsidiaries and affiliates.

The Site is provided as a service to our Design Directors, customers and other visitors. Please review the following terms and conditions of use, which govern your use of the Site (the “Agreement”).

Your use of the Site constitutes your agreement to follow and be bound by the Agreement. We reserve the right to update or modify this Agreement at any time without prior notice. We encourage you to review the Agreement whenever you use the Site. If you do not agree to these terms, please do not use the Site.

### **CONTENT**

All content included on the Site, such as text, graphics, logos, images, audio clips, video, data, music, software, and other material (collectively “Content”) is owned or licensed property of DLI or its suppliers or licensors and is protected by copyright, trademark, patent, or other proprietary rights. The collection, arrangement, and assembly of all Content on the Site is the exclusive property of DLI and protected by U.S. and international copyright laws. DLI and its suppliers and licensors expressly reserve all intellectual property rights in all Content.

### **LICENSE AND ACCESS**

The Site and the Contents are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, creative derivative works from, sell or exploit in any way any of the Contents or the Site.

The Site is intended for use by individuals 13 years of age or older. If you are under 18, you may use this Site only with involvement of a parent or guardian.

### **UNLAWFUL OR PROHIBITED CONDUCT**

The Site may only be used for lawful purposes in accordance with the terms of this Agreement. As a condition of your use of this Site, you warrant to DLI that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. Specifically, but without limitation, you may not:

- use the Site to transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable or harasses or advocates harassment of another person or promotes information that you know is false, misleading or promotes illegal activities;
- use or attempt to use any engine, software, tool, agent, data, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Site other than the search engine and search agents provided by DLI or generally publicly available browsers;
- make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Site content, or otherwise scrape,

collect, store, or use any Content, product listings, descriptions, prices, or images, except pursuant to the limited license granted by this Agreement;

- misrepresent the identity of a user, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that we endorse any statement you make;
- upload, post, e-mail or otherwise transmit any content that infringes upon any patent, trademark, trade secret, copyright or other proprietary right of any party;
- upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment;
- violate or attempt to violate the security of the Site, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are not authorized to access, (ii) trying to change the behavior of the Site, (iii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures, (iv) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to the Site, overloading, flooding, spamming, mailbombing, or crashing, (v) forging any header or part of the header information in any email or posting, or (vi) impersonating the DLI website or impersonating another user;
- falsify or delete any copyright management information, such as author attributions, legal or other proper notices, proprietary designations, or labels of the origin or source of any material included on or uploaded to the Site;
- solicit password or personally identifying information from other users;
- advertise or offer to sell or buy any goods or services for any business purpose;
- modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site, or
- commit any other act that is otherwise inappropriate for the Site, in DLI sole judgment.

## **REGISTRATION AND PASSWORDS**

You may be required to register with DLI in order to access certain services or areas of the Site. Your user name and password are for your personal use only. We may refuse to grant to you the user name you request. If you register an account, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password.

## **TERMINATION**

We reserve the right, without notice and in our sole discretion, to terminate your account or your use of the Site and to block or prevent future access to and use of the Site if you violate this Agreement, for any reason, or for no reason. Upon any such termination, your right to use the Site will immediately cease. You agree that we shall not be liable to you or any third party for any termination of your access to the Site. Upon termination, all provisions of this Agreement that are intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities shall survive such termination.

## **TRANSACTIONS**

If you wish to purchase any product or service made available through the Site (each purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card,

your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to DLI the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit any orders that, in our sole judgment, appear to be fraudulent.

You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. You remain responsible for any taxes that may be applicable to your Transactions.

#### **PRODUCTS AND SERVICES OFFERED**

All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on the Site are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Site does not imply or warrant that these products or services will be available.

#### **MODIFICATION**

DLI may modify or discontinue any part of the Site; charge, modify, or waive fees required to use the Site; or offer opportunities to some or all Site users. DLI reserves the right to make changes to this Agreement at any time, and such changes will be effective immediately upon being posted to the Site. Your continued use of the Site will indicate your acceptance of the current Agreement.

#### **PRIVACY POLICY**

Notwithstanding anything to the contrary contained in this Agreement, DLI's use of any personally identifiable information you provide via the Site shall be governed by our Privacy Policy. For further information regarding DLI's protection of your personal information, please refer to our Privacy Policy page.

#### **USER SUBMITTED CONTENT**

DLI welcomes your reviews, comments, and other communications, photos, videos, or any other content that you submit through or to the Site ("User Content") as long as the User Content submitted by you complies with this Agreement.

You agree that any User Content: will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy, or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of spam, or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the User Content you submit, and DLI assumes no liability for any

User Content submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor User Content; (ii) alter, remove, or refuse to post or allow to be posted any User Content; and/or (iii) disclose any User Content, and the circumstances surrounding its transmission, to any third party.

For any User Content you submit, you grant to DLI a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell and distribute such User Content and to incorporate the User Content into any form, medium, or technology, now known or hereafter developed, throughout the world, all without compensation to you. For this reason, do not send us any User Content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. In addition, you grant to DLI the right to include the name provided along with the User Content submitted by you; provided, however, DLI shall have no obligation to include such name with such User Content. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content you submit. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory.

Content is also provided by third party visitors to the Site. Please note that Site visitors may post content that is inaccurate, misleading, or deceptive. DLI neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. DLI will not be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed by third parties reflect solely the opinions of the individuals who submitted such opinions and may not reflect the opinions of DLI.

#### **COLORS**

DLI strives to display as accurately as possible the colors of the products shown on the Site; however, DLI cannot and does not guarantee that your monitor's display of any color will be accurate.

#### **AVAILABILITY, ERRORS, AND INACCURACIES**

If an item or course is no longer available, DLI may, in its sole discretion and at no extra cost to you, substitute another item or course for the one ordered if DLI, in its sole discretion, determines that the identical brand, product or course, or substantially similar brand, product or course is available in a form that is of equal or greater value, for example, larger quantity, packaged with a trial sample, or with updated product packaging.

DLI's acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of an item or course has been confirmed. DLI makes a conscientious effort to describe and display its products and services accurately on the Site. Despite these efforts, a small number of items on the Site may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Site. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. DLI reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. We apologize for any inconvenience. As part of our shipping procedures, we verify the availability and the price before an item is shipped. If an item's correct price is lower than our stated price, we will charge the lower amount

and ship you the item. If an item's correct price is higher than our stated price, if the item is no longer available, or if we determine that there were inaccuracies in our product information, we will cancel your order and notify you of such cancellation via email.

#### **RISK OF LOSS**

Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Site passes to the purchaser upon delivery to the carrier.

#### **RETURNS**

All sales are final.

#### **EXPORT POLICY**

You agree that any purchased goods licensed or sold on the Site, which may include technology and software, and all software, including all HTML code and controls that are contained on the Site, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. **THE COPYING OR REPRODUCTION OF SUCH SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.** By purchasing, downloading, or using technology or software from the Site, you agree to abide by applicable laws, rules, and regulations including, but not limited to, the Export Administration Act and the Arms Export Control Act, and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law.

#### **DMCA NOTICE – NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

DLI's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on the Site can be identified and removed via our process listed below, and you agree to comply with such process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide DLI's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying DLI that your copyrighted material has been infringed. DLI does not and will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. When a clear and valid notice is received pursuant to the guidelines set forth below, DLI will respond by either taking down the allegedly infringing content or blocking access to it. DLI may contact the notice provider to request additional information. Under the DMCA, DLI is required to take reasonable steps to notify the user who posted the allegedly infringing content ("Alleged Infringer"). The Alleged Infringer is allowed under the law to send DLI a counter-notification. Notices and counter-notices are legal notices distinct from regular Site activities or communications. We may publish or share them with third parties in our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request). Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send in a written letter by fax, regular mail, or email only. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

1. Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");
2. Identify the Content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Site. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
3. Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
4. If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
5. Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";
7. Be signed; and
8. Be sent to our DMCA designated agent at the following address:  
Customer Care/Copyright  
Designing Lives International, LLC  
7550 E. McDonald Drive  
Suite F  
Scottsdale, AZ 85250

#### **LINKS TO THIRD-PARTIES' WEBSITES**

The Site may contain links and interactive functionality interacting with the websites of third parties, including social sites and product manufacturers' sites. DLI is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions of the Site to communicate with any such website or otherwise visiting any such website, DLI strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website. The links and interactive functionality for third-party sites on the Site do not constitute an endorsement by DLI of such third-party sites. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

#### **DISCLAIMERS OF WARRANTIES**

DLI cannot and does not represent or warrant that the Site or its server will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), or otherwise meet your requirements.

**THE SITE AND ALL INFORMATION, CONTENT, MATERIALS , PRODUCTS, SERVICES, AND USER CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU**

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CERTAIN PROVIDERS OF PRODUCTS MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR PRODUCTS. THIS DISCLAIMER DOES NOT APPLY TO SUCH PRODUCT WARRANTIES.

DLI DOES NOT REPRESENT OR WARRANT THAT OTHER PRODUCT INFORMATION ON OUR SITE IS ACCURATE OR COMPLETE SINCE THIS INFORMATION IS PROVIDED BY THE PRODUCT MANUFACTURERS OR SUPPLIERS AND ON OCCASION MANUFACTURERS MAY MODIFY THEIR PRODUCTS AND UPDATE THEIR LABELS. WE RECOMMEND THAT YOU DO NOT RELY SOLELY ON THE INFORMATION PRESENTED ON OUR SITE AND THAT YOU CONSULT THE PRODUCT'S LABEL OR CONTACT THE MANUFACTURER DIRECTLY IF YOU HAVE A SPECIFIC CONCERN OR QUESTION ABOUT A PRODUCT.

On the Site, we may display names, marks, products, advertisements, or services of third parties, pop-up texts, or links to third-party sites. IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE, OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE, ANY PRODUCTS, SERVICES, OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE. If you decide to link to any such third-party sites, you do so entirely at your own risk.

#### **JURISDICTIONAL ISSUES**

The Site is controlled and operated by DLI from the United States, and is not intended to subject DLI to the laws or jurisdiction of any state, country or territory other than that of the United States. DLI does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL DLI OR ITS EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS OR AGENTS BE LIABLE FOR ANY DIRECT OR

INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT OR TORT, EVEN IF DLI HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EACH PROVISION OF THESE TERMS & CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND DLI. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND DLI. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S). IF YOU ARE DISSATISFIED WITH THE SITE, ANY CONTENT ON THE SITE, OR THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

For New Jersey users, YOUR USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT YOU ARE VOLUNTARILY USING THIS WEBSITE AND ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) WHICH MAY OCCUR AS A RESULT OF YOUR USE OF THIS WEBSITE. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU EXPRESSLY AGREE TO RELEASE AND DISCHARGE DLI, AND ALL AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THIS WEBSITE AND YOU AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST DLI FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY. THIS RELEASE IS ALSO FOR NEGLIGENCE ON THE PART OF DLI AND ITS AGENTS AND EMPLOYEES.

IN THE EVENT OF ANY PROBLEM WITH THE SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE. IN THE EVENT OF ANY PROBLEM WITH A PRODUCT THAT YOU PURCHASED OR OTHERWISE AVAILABLE ON OR THROUGH THE SITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT.

#### **INDEMNIFICATION AND DEFENSE**



As a condition of the use of the Site, you agree to defend, indemnify, and hold harmless DLI and its respective employees, directors, officers, members, managers, agents, vendors, and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to your use of the Site, including without limitation any User Content submitted by you and Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions.

For New Jersey users, you would not be required to defend, indemnify or hold harmless DLI and its respective employees, directors, officers, agents, vendors and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs or expenses arising out of DLI own negligence.

### **NOTICES AND ELECTRONIC COMMUNICATIONS**

Except as explicitly stated otherwise, any notices you send to DLI shall be sent by mail to DLI Customer Care, 7550 E. McDonald Drive Suite F Scottsdale, AZ 85250. In the case of notices DLI sends to you, you consent to receive notices and other communications by DLI posting notices on the Site, sending you an email at the email address listed in your profile in your account, or mailing a notice to you at your billing address listed in your profile in your account. You agree that all agreements, notices, disclosures, and other communications that DLI provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Site or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of these Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **NOTICE FOR CALIFORNIA RESIDENTS**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to [customercare@DesigningLivesInternational.com](mailto:customercare@DesigningLivesInternational.com). You may also contact us by writing to DLI Customer Care, 7550 E. McDonald Drive Suite F Scottsdale, AZ 85250, or by calling us at 602.620.8088. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

### **APPLICABLE LAW; DISPUTES**

YOU AGREE THAT ALL MATTERS RELATING TO YOUR ACCESS TO OR USE OF THE SITE AND ALL MATTERS ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, INCLUDING ALL DISPUTES, WILL BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA, UNITED STATES OF AMERICA, WITHOUT REGARD TO ARIZONA'S CHOICE OF LAW PRINCIPLES. YOU FURTHERMORE AGREE THAT THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS SHALL BE THE SUPERIOR COURT OF MARICOPA COUNTY, ARIZONA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THOSE COURTS. IF SUBJECT MATTER JURISDICTION (INCLUDING DIVERSITY JURISDICTION) DOES NOT EXIST IN THE UNITED STATES DISTRICT COURT FOR

THE DISTRICT OF ARIZONA, THEN THE EXCLUSIVE FORUM AND VENUE FOR ANY SUCH ACTION SHALL BE THE COURTS OF THE STATE OF ARIZONA LOCATED IN MARICOPA COUNTY, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO THIS AGREEMENT SHALL BE IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE AND/OR THESE TERMS & CONDITIONS WILL BE RESOLVED INDIVIDUALLY IN THE FORUM DESIGNATED IN THIS SECTION, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

#### **MISCELLANEOUS**

These Terms & Conditions, including policies and information linked from or incorporated herein, constitute the entire agreement between you and DLI with respect to the Site and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Site. No provision of these Terms & Conditions shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms & Conditions shall operate as a waiver or estoppel of any right, remedy, or condition. If any provision of these Terms & Conditions is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms & Conditions without our express prior written consent. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

#### **CONTACT US**

If you have any concerns about DLI or your use of the Site, please contact us with a detailed description, and we will try to resolve it.

Effective Date: 28 November 2016