

Terms of Use

THIS SERVICE AND SOFTWARE AGREEMENT (THIS “AGREEMENT”) IS BY AND BETWEEN NU-REJIME & CALLTHEBIZPRO.BIZ a SOLE PROPRIETOR (“COMPANY” □), AND YOU (THE “CUSTOMER/MEMBER” •). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY OR ENTITY AND THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE COMPANY OR ENTITY. BY USING NU-REJIME & CALLTHEBIZPRO.BIZ, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW, UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, COMPANY IS UNWILLING TO LICENSE THE NU-REJIME & CALLTHEBIZPRO.BIZ SOFTWARE OR PROVIDE THE SERVICE (AS DEFINED BELOW) TO YOU. THIS AGREEMENT IS EFFECTIVE AS OF THE EARLIER OF THE DATE AND TIME UPON WHICH YOU SIGN UP FOR AN ACCOUNT ON NU-REJIME & CALLTHEBIZPRO.BIZ.COM; COMMENCE USING NU-REJIME & CALLTHEBIZPRO.BIZ OR THE SERVICE; OR ACKNOWLEDGE ACCEPTANCE OF THE AGREEMENT BY ANY OTHER METHOD (THE “EFFECTIVE DATE”).

RECITALS

WHEREAS, Company desires to provide the Service and Nu-Rejime & CallTheBizPro.Biz to the Customer/Member on the Terms and Conditions set forth in and incorporated into this Agreement, and

WHEREAS, the Customer/Member desires to use the Online Shopping Center and Nu-Rejime & CallTheBizPro.Biz on the Terms and Conditions set forth in and incorporated into this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged among the parties, it is agreed as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are by this reference incorporated herein.
2. **DEFINITIONS.** Capitalized terms used in this Agreement have the meanings provided in this Section unless defined elsewhere herein.
 - 2.1. “*Customer/Member Data*” means any information input into Nu-Rejime & CallTheBizPro.Biz by the Customer/Member and user behavior on the Customer/Member’s website captured by Nu-Rejime & CallTheBizPro.Biz on the Customer/Member’s behalf. Company agrees that the Customer/Member owns all Customer/Member Data.

2.2. “*Service(s)*” means account credentials to use a secure website portal provided by Company to the Customer/Member which allows the Customer/Member to use training and tools provided by Nu-Rejime & Customer/Member.

2.3. “*Nu-Rejime & Customer/Member*” means the proprietary software code owned by Company and Customer/Member is allowed access rights only to content provided by Company.

2.4. “*Terms and Conditions*” means all terms and conditions set forth in this Agreement, including any other terms and conditions related to the use of the Service or Nu-Rejime & Customer/Member, which the Customer/Member agrees are hereby incorporated herein, including, without limitation, the online billing form, any Terms of Use displayed on the Website, payment or usage policies, rules, standards or guidelines provided or made available to the Customer/Member, which may be in effect from time to time from the Effective Date through the date of termination.

2.5. “*Website*” means <http://www...>

3. **REFUNDS.** Company will NOT provide refunds to the Customer/Member’s for online classes or any “digital” product that is downloaded from CallTheBizPro.Biz. If a “tangible” product is purchased and is defective we will refund the Customer/Member’s purchase once we receive the original product in our warehouse at 42751 Mountain Shadow Rd., Murrieta, CA 92562. The Customer/Member is responsible to return the defective product to us at their expense.

4. **LIMITATION ON USE.** The Customer/Member may not: (a) copy, modify, translate, or create derivative works based on the Service or Nu-Rejime & Customer/Member, or permit other individuals to do so on its behalf; (b) rent, lease, transfer or otherwise transfer rights to the Service or Nu-Rejime & Customer/Member; (c) use a single account for multiple business entities, unless specifically authorized by Company in writing; (d) provide third parties with access to the Customer/Member’s account, except for third parties specifically authorized by Company; (e) reverse engineer, decompile, disassemble any portion of the source code of Nu-Rejime & CallTheBizPro.Biz or Company’s technology; or (f) attempt to learn or determine any of Company’s trade secrets.

IMPORTANT: MODIFICATION OF THE NU-REJIME & CALLTHEBIZPRO.BIZ CODE IN ANY WAY IS A VIOLATION OF THIS SECTION AND MAY RESULT IN TERMINATION IN ACCORDANCE WITH SECTION 8.

5. **INTELLECTUAL PROPERTY.** The Customer/Member agrees that all right, title and interest in Nu-Rejime & Customer/Member, except for the license provided under this Agreement, are the sole and exclusive property of Company and that as a result of this Agreement, the Customer/Member does not acquire any property or other right, claim or interest, including any patent right or copyright interest in Nu-Rejime & Customer/Member, the Service, any data, information or technology which is proprietary to or has been licensed to Company which is used to deliver the Services or Nu-Rejime & Customer/Member, any interim data created there from or any of the information, systems, processors, equipment, computer

software, derivative works, service marks or trademarks of Company, whether created before, during or after the performance of this Agreement.

6. FEES AND PAYMENT.

6.1. *Fees.* The Customer/Member will pay for all charges for use of Nu-Rejime & CallTheBizPro.Biz and the Service according to the Schedule of Fees posted on the Website (“Fees” •). Fees may be changed from time to time in accordance with the terms of this Agreement. Fees are due in United States dollars, in accordance with the payment policy in effect at the time they become due. Fees are due on the same day of each month, or the closest day in any month to the day of the month that the account was activated (“Pay Date” •). Fees are due for the full month in which any part of the month is included in the term. If the Customer/Member has increased its number of members during a month such that the increase causes the Fees to increase, the account will be charged the higher amount for that month.

6.2. *Method of Payment.* The Customer/Member will provide Company with valid credit card, charge card or debit card (“Card” •) information and authorizes Company to charge the Fees due on the Customer/Member’s account on the Pay Date. Upon the expiration of the Card, the Customer/Member will provide Company with a new Card. Any individual providing a Card to Company represents and warrants that he or she is authorized to use the Card and that any and all Fees billed to the Card will not be rejected. Customer/Member will not charge back any of the Fees associated with this account.

6.3. *Failure to Make Payment.* In the event of any failure by the Customer/Member to pay the Fees in full by the Pay Date, including in the case of a Customer/Member charge back on a Card, the Customer/Member is responsible for all expenses (including reasonable attorneys’ fees) incurred by Company in collecting such amounts plus interest at the lesser of the rate one and one-half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of days elapsed without payment. Further, in that event, Company, in its sole and absolute discretion, may suspend or terminate the Customer/Member’s account and the associated use of the Service and Nu-Rejime & CallTheBizPro.Biz until payments that may be due are received in full.

7. **TERM.** The term of the Agreement shall be one calendar month, and the Agreement shall automatically renew on a month-to-month basis unless terminated.

8. TERMINATION.

8.1. *By Customer/Member.* The Customer/Member may terminate the Agreement at any time, with or without cause, by providing Company written notice or by using the termination feature on the Website.

8.2. *By Company.* Except as provided in the Agreement, Company may terminate the Agreement, with or without cause, in advance of any renewal term by providing written notice to the Customer/Member no less than fourteen days prior to the beginning of the next term.

8.3. *Effect of Termination.* Upon termination of the Agreement, access by the Customer/Member to Service and license to use Nu-Rejime & CallTheBizPro.Biz will terminate and Customer/Member must destroy all copies of Nu-Rejime & Customer/Member, including any user documentation. Within sixty days of the date of termination, at the Customer/Member's request and expense, Company shall return any Customer/Member Data in its possession in a commercially reasonable manner. In the event that Customer/Member does not request the return of its Customer/Member Data within such period of time, Company may delete the Customer/Member Data from its server. Regardless of how the Agreement is terminated, Customer/Member is liable for all charges incurred up to and including the date of termination. If Customer/Member terminates the Agreement, payment obligations for the portion of any unused term shall be immediately due in full.

9. **REPRESENTATIONS AND WARRANTIES.** The Customer/Member represents and warrants to Company: (a) that it will perform its rights, duties and obligations under the Agreement and at all times be in compliance with all applicable federal, state and local laws, rules and regulations; (b) that it shall not be in violation of any obligation, contract or agreement by entering into this Agreement, by performing its obligations under the Agreement, or by authorizing and permitting Company to provide the Service hereunder; (c) that it shall comply with all of the terms and conditions of the Agreement; (d) that all information provided by the Customer/Member to Company is truthful, accurate, and complete, and is not misleading in any material respect; and (e) it owns or otherwise has the right to use Customer/Member Data as contemplated by the Agreement; and (f) that all payment, billing or enrollment information provided by Customer/Member is accurate, complete, and current.

10. **COVENANT TO NOT COMPETE.** The Customer/Member agrees that during the term of the Agreement and for one year thereafter, the Customer/Member will not develop, offer, sell or distribute a competing service to the Service or Nu-Rejime & CallTheBizPro.Biz provided under Agreement. A competing service is a service that assists website owners with developing and managing members-only sections and subscription-based features on its website. Customer/Member understands that violation of this clause is grounds for immediate termination of the Agreement by Company with no liability on the part of Company and further Customer/Member understands that Company may seek equitable relief to stop the violation and competing activity as well as any other relief available under the law.

11. **SERVICE LEVEL POLICY.**

12. **DATA.**

12.1. *Data Storage.* The Customer/Member bears the exclusive risk of loss for the Customer/Member Data. Company does not warrant that Customer/Member's use of the Service will be without error or disruption. Customer/Member agrees that it is solely responsible to determine whether the Service sufficiently meets the Customer/Member's requirements. Unless specifically set forth elsewhere herein, Company is not responsible for Customer/Member Data residing on Company's server. It should be noted that Company does not store Customer/Member data on its servers, however, WooCommerce, a third party provider does not receive purchase information and passes such information through SSL Encryption to *Stripe* who

is the payment processor for the Company, Nu-Rejime and Customer/Member . The Company's website code is coded to allow the Customer/Member to update personal and payment information and pass this to *Stripe*. The Company does have installed through GoDaddy a secured and encrypted SSL certificate is live at all times on our servers managed by Godaddy.Com for Customer/Member protection.

12.2. *Use of Customer/Member Data.* The Customer/Member grants Company a license to use the Customer/Member Data for any purpose directly in furtherance of the purposes of this Agreement, including, without limitation, the use in an aggregate non-personally identifiable form in order to improve the Company Service and Nu-Rejime & Customer/Member . Company may not disclose the Customer/Member Data to any third party unless (a) directed by the Customer/Member ; (b) the disclosure is made in response to a court order; or (c) is in an aggregate non-personally identifiable form.

12.3. *Request for Customer/Member Data.* Company will provide an export of all Customer/Member Data in the possession of Company upon the Customer/Member's request and at Customer/Member 's expense.

13. **CUSTOMER/MEMBER USE POLICY.**

13.1. Company imposes policies on the use of the Service and Nu-Rejime & CallTheBizPro.Biz ("Use Policy" •). The Use Policy may be modified as the needs of Company and safety and integrity of its business reasonably requires. The Customer/Member is solely responsible for compliance with the Use Policy. The Use Policy includes of the following minimum restrictions:

a. No pirating or hacking of Nu-Rejime & CallTheBizPro.Biz software, services or infrastructure.

d. No use of Company URLs in emails.

e. You will ensure the email address provided in your account registration is valid at all times and will keep your contact information accurate and up-to-date.

f. You will not use Nu-Rejime & CallTheBizPro.Biz or Services for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or insider trading.

g. You will not use Nu-Rejime & CallTheBizPro.Biz or Services if you are located in a country embargoed by the U.S., or are on the U.S. Treasury Department's list of Specially Designated Nationals.

h. You will not use Nu-Rejime & CallTheBizPro.Biz or Services to impersonate another person.

i. You may not upload, post, email, transmit or otherwise make available or initiate any Content that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of Nu-Rejime & CallTheBizPro.Biz or

Services or that may impact the ability of any Nu-Rejime & CallTheBizPro.Biz user to access Nu-Rejime & CallTheBizPro.Biz or Services.

j. You will not share your password, let anyone else access your account, or do anything that might jeopardize the security of your account. You will not attempt to or actually access Nu-Rejime & CallTheBizPro.Biz or Services by any means other than through the interfaces provided by Nu-Rejime & Customer/Member .

k. You will not attempt to or actually override any security component included in or underlying Nu-Rejime & CallTheBizPro.Biz or Services.

l. You will not attempt or engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on Nu-Rejime & CallTheBizPro.Biz or Service's infrastructure.

m. You will not publish Content that is spam, or content to further unlawful acts (such as phishing), or mislead recipients as to the source of the material (such as spoofing).

n. You will not publish Content, or links to Content, that is:

- Racial, ethnic, or political hate-mongering.
- Sexually violent, unauthorized, or illegal pornography.
- Illegal (including stolen copyrighted material and material that infringes or has the potential to infringe the intellectual property rights of another).
- Reasonably likely to cause harm, or that could be reasonably considered as slanderous or libelous.
- Breaches another's privacy.

Nu-Rejime & CallTheBizPro.Biz may determine in its sole discretion whether or not an account is in violation of any of these policies. Violation of any of these policies may result in user information tracking with such information being stored to identify the offending user. Offending users may be permanently restricted from holding an account or using the Services. If Nu-Rejime & CallTheBizPro.Biz reasonably determines that your account is being used for illegal or fraudulent activity then your account may be immediately terminated and your financial data erased. We may also report you to law enforcement officials in the appropriate jurisdictions.

13.2. A violation of the Use Policy is a material breach of the Agreement. If Company, in its sole and absolute discretion, finds that the Customer/Member is in violation of the Use Policy, Company may terminate the Agreement immediately, without any liability to Company.

14. **MARKETING.** The Customer/Member grants Company a non-exclusive transferable license to use, reproduce, publish, display, transmit and broadcast Customer/Member's name, logos, trademarks, trade names, service marks, URLs and slogans to advertise, market, promote and publicize Company, including, without limitation, use in marketing materials and "Customer/Member s and testimonial page." •

15. **INDEMNIFICATION.**

15.1. Each party hereto (the “Indemnifying Party” •) agrees to indemnify, defend and hold the other party and its members, managers, officers, directors, employees, agents, representatives and permitted successors and assigns (the “Indemnified Party” •) harmless from and against all costs, losses, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, attributable to any claim, proceeding or action (“Claim” •) made by a third party arising out of any breach of any representation, warranty or covenant contained herein by the Indemnifying Party.

15.2. The conditions for the indemnity set forth in paragraph (15.1) above are that (a) the Indemnified Party must notify the Indemnifying Party in writing promptly upon notice of the Claim; (b) the Indemnifying Party will be permitted, through counsel mutually acceptable to the Indemnified Party and the Indemnifying Party, to answer and defend such Claim; and (c) the Indemnified Party must provide the Indemnifying Party information and reasonable assistance at the Indemnifying Party’s expense to help the Indemnifying Party to defend such Claim.

15.3. The Indemnifying Party may, upon written notice of any Claim on the Indemnified Party, undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it also must undertake all other required steps or proceedings to settle or defend any such Claim, including, without limitation, the employment of counsel which must be reasonably satisfactory to the Indemnified Party, and payment of all expenses. The Indemnified Party will have the right to employ separate counsel and participate in the defense of any Claim at its expense. The Indemnifying Party must reimburse the Indemnified Party upon demand for any payments made or loss suffered by it at any time after the date hereof, based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims in respect to any damages related to any Claim. The Indemnifying Party may not settle any Claim on the Indemnified Party’s behalf without first obtaining the Indemnified Party’s written permission, which permission will not be unreasonably withheld, conditioned or delayed. In the event that the Indemnifying Party and the Indemnified Party agree to settle a Claim, each Party agrees not to publicize the settlement without first obtaining the other Party’s written permission.

15.4. Any provision herein to the contrary notwithstanding, Company’s total cumulative liability under this Section 15, regardless of the form of action, will not exceed an amount equal to all amounts actually received by Company from Customer/Member during the twelve month period immediately preceding the occurrence of any Claim.

16. **MODIFICATIONS.** Company reserves the right to change the terms of this Agreement by posting a revised Agreement on its Website and sending notice to the Customer/Member by email to the last email address provided to us. Unless the term is terminated with ten days, the revised Agreement will be effective immediately with respect to any continued or new use of Nu-Rejime & CallTheBizPro.Biz or the Services. Except for as provided in this Section, this Agreement may not be modified unless by a written agreement signed by both parties.

17. **APPLICABLE LAW.** The validity, interpretation, construction, and performance of this Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of California, without giving effect to its principles of choice of law or conflicts of law thereunder. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of California, Riverside County, or, if it has or can acquire jurisdiction, in the United States District Court located in Riverside County, California, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world. In the event it shall become necessary for either party to take action of any type whatsoever to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, costs, and expenses, including all out of pocket expenses that are not taxable as costs, incurred in connection with any such action, including any negotiations, mediation, arbitration, litigation, and appeals.

18. **NO ASSIGNMENT OR SALE.** This Agreement shall be binding upon, and inure to the benefit of Company, its successors and assigns, and the Customer/Member and the Customer/Member's heirs, executors, administrators and legal representatives. The duties and covenants of the Referring Party under this Agreement may not be delegated or assigned by the Customer/Member without the prior written consent of Company, and any attempted delegation or assignment without such prior written consent shall be null and void and without legal effect.

19. **BINDING ON RELATED PARTIES.** Any references to "you"□, "your"□, and "Customer/Member" • refers to the entity subscribing to the Service and use of Nu-Rejime & CallTheBizPro.Biz hereunder. Each party agrees that any of its representatives, employees, or any person or entity acting on its behalf with respect to the provision of or use of the Service, shall be bound by, and shall abide by, these Terms and Conditions. You further agree that you are bound by these Terms and Conditions whether you are acting on your own behalf or on behalf of a third party.

20. **CONFIDENTIALITY.** Each party hereto may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, its ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing through any media ("Confidential Information"□). No information will be deemed "Confidential Information" • of a party to the extent that the other party can show that it: (a) was in the public domain when communicated to such other party; (b) is communicated to such other party by another party free of any confidentiality obligation; or (c) was in such other party's possession free of any obligation of confidence when first communicated to such other party. Neither party will be in violation of this Section by making a disclosure in response to a valid order by a court or other governmental body, provided that, if permitted by law, such party provides the other party prompt notice of such impending disclosure to permit such other party to seek confidential treatment thereof. Company's Confidential Information includes Nu-Rejime & CallTheBizPro.Biz and information related thereto and the underlying software, hardware, and other technology used by Company to provide the Service and Nu-Rejime & Customer/Member . Each party acknowledges that the Confidential Information of the other party contains valuable

trade secrets and other proprietary information of such other party and remains the sole and exclusive property of such other party. Each party will restrict disclosure of Confidential Information of the other party to its officers, directors, employees, affiliates and agents with a need to know, will not disclose Confidential Information of the other party to any other party. The Customer/Member will not share its account username or security credentials with any person other than its employees for purpose of using the Service and Nu-Rejime & Customer/Member, and will otherwise protect Confidential Information of the other party with the same standard of care as it uses to protect its own proprietary information (but will in no case take less than a reasonable standard of care). Any provision herein to the contrary notwithstanding, Company's total cumulative liability under this Section, regardless of the form of action, will not exceed an amount equal to all amounts actually received by Company from the Customer/Member during the twelve month period immediately preceding the any allegation by the Customer/Member of disclosure of Confidential Information.

21. **DUTY TO DISCLOSE CHANGE OF OWNERSHIP.** If the Customer/Member's ownership changes whereby any entity acquires a majority ownership or other controlling interest in Customer/Member during the term of this Agreement, the Customer/Member shall immediately disclose the name of such entity to Company.

22. **HEADINGS AND REFERENCES.** Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in Section 2.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect to such subject matter.

24. **NOTICES.** All notices or other communications required or permitted to be given under this Agreement must, at the election of the party giving notice, be delivered at the physical or electronic address set forth on the Website or the Customer/Member online billing form, with receipt confirmed. All other notices and communications will be deemed to have been given on (a) the date of receipt if delivered personally, (b) the date that is five (5) days after posting if transmitted by mail or (c) the date of confirmation receipt if faxed. A party may change its address for purposes of this Section by written notice to the other party in accordance with this Section.

25. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein will be construed to create a partnership relationship between the parties or the relationship of employer and employee between the parties or between a party or any of such party's employees or agents and any of the other party's employees or agents. It is the express intent of the parties that no party is an employee of the other party for any purpose, but is an independent contractor for all purposes and in all situations. Each party and its directors, officers, employees and agents may not represent that they are employees of the other party, nor may they in any manner hold themselves out to be employees of the other party.

26. **SEVERABILITY.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision will, to such extent as it is determined to be invalid or unenforceable, be reformed without further action by the parties to the extent necessary to make the provision valid and enforceable and no other provision will be affected or impaired thereby.

27. **COUNTERPARTS.** This Agreement may be executed in separate counterparts (each of which is an original and all of which will be deemed one and the same instrument) and will be fully effective as of the date executed copies are exchanged between the parties. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.

28. **SURVIVAL.** The terms of Sections 4, 5, 8.3, 9, 10, 13, 14-20, 22-27, 29, and 30 shall survive the termination or expiration of the Agreement.

29. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, THE CUSTOMER/MEMBER EXPRESSLY AGREES THAT ITS USE OF THE SITE, SERVICE AND SOFTWARE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, THE SITE, SERVICE, OR SOFTWARE ARE AVAILABLE ON AN "AS IS" • BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY, OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF CONDUCT AND WE DISCLAIM ANY WARRANTY REGARDING THE AVAILABILITY, ACCURACY OR CONTENT OF THE SITE, SERVICE, OR SOFTWARE, AND/OR INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SAME, OR ANY ECONOMIC BENEFIT THE CUSTOMER/MEMBER MAY GAIN FROM USE OF THE SAME. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO IN SOME CIRCUMSTANCES.

30. **LIMITATION ON LIABILITY.** CUSTOMER/MEMBER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY COMPANY'S TOTAL CUMULATIVE LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED AN AMOUNT EQUAL TO ALL AMOUNTS ACTUALLY RECEIVED BY COMPANY FROM CUSTOMER/MEMBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCURRENCE OF ANY SUCH LIABILITY. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF

COMPANY ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE REASONABLE AND ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH CUSTOMER/MEMBER 'S USE OF THE SITE, SERVICE OR SOFTWARE PROVIDED BY COMPANY HEREUNDER, AND THAT, WERE COMPANY TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.