

TERMS AND CONDITIONS OF USE

Welcome to cleeks.com and/or its affiliates (the "Company") provide website features and other products and services to you when you visit or shop at the Company's website, use the Company's products or services, use the Company's applications for mobile, or use software provided by the Company in connection with any of the foregoing (collectively, "Company Services"). The Company provides the Company Services subject to the following conditions.

By using Company Services, you agree to these conditions. Please read them carefully.

We offer a wide range of Company Services, and sometimes additional terms may apply. When you use a Company Service (for example, Your Profile, Gift Cards, etc.) you also will be subject to the guidelines, terms and agreements applicable to that Company Service (the "Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

PRIVACY

Please review our Privacy Notice, which also governs your use of Company Services, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you use Company Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Company Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included in or made available through any Company Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of the Company or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any Company Service is the exclusive property of the Company and protected by U.S. and international copyright laws.

TRADEMARKS

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Company Service are trademarks or trade dress of the Company in the U.S. and other countries. The Company's trademarks and trade dress may not be used in connection with any product or service that is not the Company's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. All other trademarks not owned by the Company

that appear in any Company Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company.

LICENSE AND ACCESS

Subject to your compliance with these Terms and Conditions of Use, the Company or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Company Services. This license does not include any resale or commercial use of any Company Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Company Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by the Company or its licensors, suppliers, publishers, rightsholders, or other content providers. No Company Service, nor any part of any Company Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Company without express written consent. You may not use any meta tags or any other "hidden text" utilizing the Company's name or trademarks without the express written consent of the Company. You may not misuse the Company Services. You may use the Company Services only as permitted by law. The licenses granted by the Company terminate if you do not comply with these Conditions of Use or any Service Terms.

YOUR ACCOUNT

You may need your own Company account to use certain Company Services, and you may be required to be logged in to the account and have a valid payment method associated with it. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password.

COPYRIGHT COMPLAINTS

The Company respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.

RISK OF LOSS

All purchases of physical items from the Company are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT DESCRIPTIONS

The Company attempts to be as accurate as possible. However, the Company does not warrant that product descriptions or other content of any Company Service is accurate, complete, reliable, current, or error-free. If a product offered by the Company itself is not as described, your sole remedy is to return it in unused condition.

PRICING

"List Price" means the suggested retail price of a product as provided by a manufacturer, supplier, or seller. With respect to items sold by the Company, we cannot confirm the price of an item until you order it. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by the Company is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Other merchants may follow different policies in the event of a mispriced item.

We generally do not charge your credit card until after your order has entered the shipping process or, for digital products, until we make the digital product available to you.

APP PERMISSIONS

When you use apps created by the Company, such as the Company App, you may grant certain permissions to us for your device. Most mobile devices provide you with information about these permissions.

SANCTIONS AND EXPORT POLICY

You may not use any Company Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using Company Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software (including Company Software), technology, and services.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE COMPANY SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COMPANY SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE COMPANY SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE COMPANY SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY SERVICES, COMPANY'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY COMPANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER

SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY COMPANY SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

DISPUTES

Any dispute or claim relating in any way to your use of any Company Service, or to any products or services sold or distributed by Company or through Company.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Donna Hamilton. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, the Company will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any Company Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of Ohio, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and the Company.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our privacy policy and acceptable use policy, posted on this site. These policies also govern your use of Company Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason

unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions.

ADDITIONAL COMPANY SOFTWARE TERMS

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Company Services (the "Company Software").

1. **Use of the Company Software.** You may use Company Software solely for purposes of enabling you to use the Company Services as provided by Company, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Company Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Company Software in whole or in part. All software used in any Company Service is the property of Company or its software suppliers and is protected by United States and international copyright laws.
2. **Use of Third Party Services.** When you use the Company Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
3. **No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Company Software, whether in whole or in part.
4. **Updates.** We may offer automatic or manual updates to the Company Software at any time and without notice to you.
5. **Government End Users.** If you are a U.S. Government end user, we are licensing the Company Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Company Software are the same as the rights we grant to all others under these Conditions of Use.
6. **Conflicts.** In the event of any conflict between these Conditions of Use and any other Company or third-party terms applicable to any portion of Company Software, such as open-source license terms, such other terms will control as to that portion of the Company Software and to the extent of the conflict.

Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint using our online form. We respond quickly to the concerns of rights owners about any alleged infringement.

If you prefer to submit a report in writing, please provide us with this information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;

- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Company's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Phone: (573) 449-1010

E-mail: copyright@cleeks.com

Please note that this procedure is exclusively for notifying the Company that your copyrighted material has been infringed.