

Terms of Use

This Terms of Use Agreement (the "Agreement") is between you and My Family Online ("Company" "we", "us" and "our"). This Agreement sets forth the terms and conditions upon which we make available www.myfamilyonline.com, its contents, products and services to you (collectively "Website"). Your use of the Website is expressly conditioned on your compliance with this Agreement. By checking the box that states "I have read and agree" and/or by using the Website, you are indicating that you agree with and have read the most recent version of this Agreement and agree to be bound by this Agreement. We reserve the right to modify this Agreement at any time without notice. Amendments to this statement will be effective when posted. Your continued use of this Website following the posting of any amendment, modification or change shall constitute your acceptance thereof.

Privacy

Our use of your information is governed at all times by our Privacy Policy, which can be found on our website and which is incorporated into this Agreement. Whenever you provide us information, you agree to: (a) provide true, accurate, current and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect is, untrue, inaccurate, not current or incomplete, we may suspend or terminate your access to the Website and refuse any and all current or future use of the Website (or any portion thereof). Some portions of the Website require you to register and you may be asked to select a password to do such things. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You agree to maintain the confidentiality of your password(s) and account(s), and you agree that you are fully responsible and accountable for all activities that occur under your account(s). You agree to notify us immediately of any unauthorized use of your password or an account or any other breach of security. We reserve the right to take any and all action, as we deem necessary or reasonable, to help ensure the security of the Website and any Website account, including without limitation terminating such account, or requesting additional information to authorize transactions on such account. Notwithstanding the above, we may rely on the authority of anyone accessing your account(s) or using your password(s) and in no event and under no circumstances shall we be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of Company under this provision, (ii) any compromise of the confidentiality of your account(s) or password(s) and (iii) any unauthorized access to your account(s) or use of your password(s). You may not use anyone else's account at any time.

Risk of Loss

All items purchased from this Website 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.

Typographical Errors

In the event that a product or service listed on this Website is mistakenly listed at an incorrect price, Company reserves the right to refuse or cancel any orders placed for the product or service listed at the incorrect price. Company reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Company shall issue a credit to your credit card account in the amount of the incorrect price.

License

Company grants you a limited, revocable, non-exclusive license (i) to access the Website, and (ii) while accessing the Website, to view the materials displayed on the Website for your personal use, and for no other purpose. You may download printed copies of any materials displayed on any portion of the Website as may be reasonably necessary for your personal use as a user of the Website and for no other purpose, but such copies shall not be distributed to others and shall not be used for any commercial purpose. Uses of the Website not expressly authorized herein are prohibited.

Prohibited Conduct.

You agree not to: (1) access or attempt to access any information, documents or material that you are not authorized to access through any means not intentionally made available through the Website; (2) disrupt or interfere with the security of, or otherwise cause harm to, the Website, material, documents, systems resources, accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked websites; (3) access or use the Website in any manner that could damage, disable, overburden or impair any Company server and/or server used by Company in connection with the Website or any network(s) connected to any Company server and/or server used by Company in connection with the Website; (4) use any material or documents in any manner that infringes any intellectual property rights or other rights of any party; (5) transmit unsolicited or bulk communications to any Company account holder or to any myfamilyonline.com or other e-mail address associated with Company; (6) post or otherwise submit any software, programs or files that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan Horses, viruses and worms; (7) disrupt, interfere or inhibit any other user from using and enjoying the Website or other websites, material, documents or services associated with Company; (8) violate any applicable laws or regulations related to the access to or use of the Website, and/or any portion thereof, and/or engage in any activity prohibited by this Agreement; (9) prepare, compile, use download or otherwise copy any user information and/or usage information or any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party; (10) engage in any chain letters, contests, junk e-mail pyramid schemes, spamming, surveys or any other duplicative or unsolicited messages (commercial or otherwise); (11) use any robot, spider, or other such programmatic or automatic device, including but not limited

to, automated dial-in or inquiry devices, to obtain information from the Website or otherwise monitor or copy any portion of the Website and/or (13) use any Company domain name as a pseudonymous return email address.

Use Policies

Company may offer opportunities to participate in forums such as message boards, or product reviews (collectively "Online Community"). Company asks that you respect our Online Community and participating individuals. Your conduct should be guided by common sense and basic etiquette. Any opinions, advice, statements, or other information that constitutes part of the content expressed or made available by third parties in the Online Community are those of the respective authors or producers and not of Company, its shareholders, directors, officers, or employees. We may review and delete any content, in whole or in part, that in the sole judgment of Company violates this Agreement or which might in Company's sole discretion be offensive, illegal, or that might violate the rights of, or harm any third parties, but Company is under no obligation to do so. Company does not guarantee the accuracy, integrity or quality of material submitted by third parties participating in the Online Community. Under no circumstances will Company, its members, managers or employees be held liable for any loss or damage caused by your reliance on information obtained through the Online Community. It is your responsibility to evaluate the information, opinion, advice, or other content available.

You agree that you are responsible for any posts that you make, and for any consequences thereof. You may only post and/or transmit information using your legal name. To further these common goals when posting any material to any Online Community, including without limitation, any statement or other content, or otherwise participating in the Online Community, you agree not to:

- Post and/or transmit any material that is unrelated to the subject matter of the Online Community;
- Violate the rights of Company or any third party (including rights of privacy and publicity);
- Post and/or transmit any material that is or deemed by Company to be defamatory, libelous, false, misleading or inaccurate, obscene, pornographic, indecent, abusive, vulgar, violent, bigoted, illegal, racially offensive, hateful, harassing, profane, sexually oriented, threatening, offensive, invasive of personal privacy or sexually graphic or explicit;
- Post and/or transmit information that promotes or facilitates illegal activities or piracy;
- Post and/or transmit any material (i) that you don't have the right to post or transmit under applicable law, including copyright, trademark, trade secret or securities laws, or (ii) in violation of your obligations any third party, including nondisclosure agreements;

- Post and/or transmit without authorization people's private and confidential information such as credit card numbers, social security numbers, and driver's and other license numbers.
- Falsely state or otherwise misrepresent your affiliation with a person or entity. We reserve the right to investigate and take legal action against anyone who, in our sole discretion, violates the restrictions set forth in this Agreement, including without limitation removing any offending information or material and terminating your access to the Online Community.

Warranty and Disclaimer of Warranty. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED AND THIS WEBSITE, ITS PRODUCTS AND SERVICES, INCLUDING ANY INFORMATION CONTAINED ON IT IS PROVIDED "AS IS" "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, UNLESS SET OUT OTHERWISE HEREIN. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE INCLUDING ANY INFORMATION CONTAINED THEREIN.

Limitation of Liability. COMPANY, ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS AND ITS SUPPLIERS SHALL NOT BE RESPONSIBLE FOR NOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, OR INFORMATION CONTAINED WITHIN THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, PRODUCTS OR SERVICES PURCHASED, YOUR DOWNLOADING OR UPLOADING OF ANY MATERIAL OR DOCUMENTS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF COMPANY UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

Disclaimer. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, AND OF ANY ADVICE, USER CONTENT, INSTRUCTIONS, VIDEOS, INFORMATION, AND OTHER MATERIAL CONTAINED IN OR DESCRIBED ON THE WEBSITE, IS ENTIRELY AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION

AND/OR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AND CONTENT ACCESSIBLE VIA THE WEBSITE IS ACCURATE, COMPLETE OR CURRENT. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO VIDEOS, USER CONTENT AND ALL OTHER CONTENT, STATEMENTS, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE WEBSITE, FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT THE WEBSITE OR USER CONTENT WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM US OR THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Third Party Content and Links to Third Party Sites. WE MAY DISPLAY ON THE WEBSITE USER CONTENT, INFORMATION, ADVICE, INSTRUCTIONS, VIDEOS, STATEMENTS, SERVICES, PRODUCTS, AND OTHER MATERIALS FROM THIRD PARTIES, AND LINKS TO THIRD PARTY SITES. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF SUCH INFORMATION RELATING TO SUCH THIRD PARTY CONTENT, ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE. 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 THIRD PARTY CONTENT DISPLAYED ON THE WEBSITE, ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH CONTENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

Indemnity.

You acknowledge hereby that certain independent contractors are used by the Company to provide certain services which might include in-home visits, contact with and possession of original data in multiple formats, and personal contact. You agree to defend, indemnify and hold harmless, Company, its employees, directors, officers, members, managers, representatives, agents, suppliers or service providers from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of any of the Company's products or services, including without any limitation direct contact with said independent contractors, the Website, including without limitation, any information or content you post and/or submit to the Website, any material you download from the Website or any interference with the operation of the Website.

Submissions.

You agree that Company is free to use any communication, comments, information, ideas, concepts, reviews, techniques, content or any other material you may send to us, including, without limitation, surveys, responses to questionnaires or through postings and/or submissions to the Online Community and Website without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Website and our products and services. Furthermore, by submitting any comment or other material to the Online Community and/or the Website, submitting information to us, or in responding to questionnaires, you grant us a perpetual, non-exclusive, fully paid, royalty-free, irrevocable, sublicenseable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of such material or information submitted in any media, software, or technology of any kind now existing or developed in the future. By posting or providing any such material or information, you represent and warrant that public posting and use of such material or information by Company will not infringe on or violate the rights of any third party.

Trademarks and Copyrights.

My Family Online, My Family Online logo and other marks, logos, graphics, and trade dress used on the Website are Company's trademarks or the trademarks of third parties, and may not be used in any manner (including in "meta-tags" or "hidden text") without our prior written approval. All the materials contained on the Website are copyrighted except where explicitly noted otherwise and are protected under national laws and international treaties throughout the world. The Website may also contain material that is subject to the copyright rights of third parties.

Digital Millennium Copyright Act Notice Policy.

We respect the intellectual property rights of others, and ask you to do the same. It is our policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on the Website in a way that constitutes copyright infringement, please contact us and provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed, and identification of the URL or other specific location on the Website where the material that you claim is infringing is located; (3) your address, telephone number, and email address; (4) 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; and (5) 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.

Entire Agreement.

This Agreement, which includes those items incorporated herein by reference, is the entire understanding and agreement between Company and you with respect to the subject matter hereof.

Choice of Law.

This Agreement shall be governed and interpreted in accordance with the substantive law of the State of Utah without regard to its conflict of law provisions. The parties agree, that in any action arising out of this Agreement or relating to the operation of the Website or content appearing therein, they irrevocably submit to the jurisdiction of a state or federal court in Utah and, to the maximum extent permitted by law, agree that either of those courts shall be the venue of choice for any such action. Without limiting the effect of any disclaimer contained herein, any cause of action you may have with respect to your use of the Website must be commenced within one (1) year after the claim or cause of action arises. You understand that the Website is directed only to residents of the United States.

Miscellaneous.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision. In the event that any provision of this Agreement is found to be invalid or unenforceable, this Agreement shall be construed in accordance with its terms as if the invalid or unenforceable provision was not contained therein. No delay or failure by Company to enforce any of this Agreement shall be a waiver of any or our rights under this Agreement. Company may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under this Agreement are not assignable by you without consent of Company.

Last amended: August 1, 2012