

## TERMS

Please read these Terms of Use (the "Terms") carefully before using this website. These Terms apply to all visitors to or users of the Trades of Hope LLC website located at [www.mytradesofhope.com](http://www.mytradesofhope.com) or [www.tradesofhope.com](http://www.tradesofhope.com), or any other websites operated by Trades of Hope, LLC or any of its affiliates (collectively, the "Website"). By using this Website, you agree to be bound by these Terms. If you do not agree to the Terms of this Agreement, please do not use this Website.

Trades of Hope LLC (referred to as "Trades of Hope," "we," "us" and "our") reserves the right to change these Terms, in whole or in part, at our sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation posting the revised draft of these Terms on the Website. You should always check these Terms prior to using the Website. Your continued use of the Website following the posting of changes to these Terms will mean that you accept those changes.

If you are a Trades of Hope compassionate entrepreneur, also referred to as a 'CE,' you agree that your use of the Website is subject not only to these Terms, but also to the terms and conditions contained in your Consultant Agreement with us. A "Trades of Hope compassionate entrepreneur" is an individual:

- who has agreed, pursuant to the terms of a Trades of Hope compassionate entrepreneur Agreement, to be a Trades of Hope compassionate entrepreneur;
- who remains an active Trades of Hope compassionate entrepreneur in good standing; and
- whose Trades of Hope compassionate entrepreneur Agreement or status as a compassionate entrepreneur has not been terminated.

The "Trades of Hope compassionate entrepreneur Agreement" means Trades of Hope compassionate entrepreneur Agreement Form, collectively with the Terms and Conditions of the CE Agreement accompanying the compassionate entrepreneur, and our CE Policies and Procedures.

### 1. What You May Not Do

We own and operate the Website. The contents of the Website are copyrighted under United States copyright laws. Except as stated in these Terms, none of the material on the Website including each and every web page and related images, videos or other digital assets (collectively, the "Information") may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, copy or create derivative works from the Website or the Information. You may not use any network monitoring or discovery

software to determine the Website's architecture, or extract information about its usage or users. You may not use any robot, spider, other automatic device, search engine or manual process to monitor or copy the Website or the Information without our prior written consent. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, nonprofit or public purposes all or any portion of the Website, except to the extent authorized by us. You may not use or otherwise export or re-export the Website or any portion of it, the Information or any software available on or through the Website in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Website or the Information is prohibited.

*"Trades of Hope" and our other titles, trade names, service marks and logos appearing on the Website are our property. The use of any of our titles available is strictly prohibited, except as expressly provided by these Terms.*

## 2. Your Information

Your submission of information through the Website is governed by our Privacy Policy, located under 'privacy', and these Terms incorporate by reference the terms and conditions of the Privacy Policy. You represent and warrant that any information you provide in connection with your use of the Website is true, accurate and complete, and that you will maintain and update the information as needed, so that the information remains true, accurate and complete.

## 3. When You Register

You may be required to register with us in order to access certain areas of the Website, for example, to purchase our products or otherwise initiate Transactions (as defined below). With respect to any registration, we may refuse to grant you, and you may not use, a user name or email address that:

- belongs to or is already being used by another person;
- may be construed as impersonating another person;
- violates the intellectual property or other rights of any person;
- is offensive; or
- we reject for any other reason in our sole discretion.

You are responsible for maintaining the confidentiality of any password you use to access the Website. You agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Website, to any third party. You are fully responsible for all Transactions (including any information transmitted in connection with any Transactions) and other interactions with the Website that occur in connection with your user name. You agree to immediately notify us of any unauthorized use of your password or user name or any other breach of security related to your account, your user name or the Website. You

also agree that you will "log off" and exit from your account with the Website (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of these obligations.

## 4. How To Behave

We expect users of the Website to respect the law as well as the rights and dignity of others. While using the Website, you agree to comply with all applicable laws, rules and regulations. Your use of the Website is conditioned on your compliance with the rules of conduct below. Your failure to comply with these rules of conduct may result in termination of your access to the Website. You agree that you will not post, transmit, redistribute, upload, or promote any communications, content or materials that:

- contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer;
- are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable;
- contain chain letters
- contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities;
- impersonate any person, business or entity, including our company and our employees, CEs and agents;
- encourage conduct that would constitute a criminal offense;
- give rise to civil liability;
- otherwise violate any law; or
- in doing so, amounts to any conduct that, in our judgment, restricts, impairs, interferes or inhibits any other user from using or enjoying the Website or our related services and products.

Additionally, you acknowledge and agree that you (and not us) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Website, and for paying all charges related to using the Website.

## 5. Chances to Win and Similar Promotions

Any sweepstakes, contest, or similar promotion made available through the Website may be governed by specific rules that are separate from these Terms. By participating in any sweepstakes, contest, or promotion, you agree to become subject to those rules, which may vary from the terms and conditions contained in these Terms. We urge you to read the applicable rules, if any, which will be linked from the sweepstakes, contest, or promotion.

## 5. Buying From Us.

If you wish to purchase any product or service or to make a payment to your account through the Website (each purchase or other exchange is a "Transaction"), you may be asked to supply certain information about your Transaction, including without limitation your credit card number, your credit card verification or other security code, the expiration date of your credit card, your billing address and your shipping information. We will treat any information you provide through the Website in accordance with these Terms and the Privacy Policy. We may need to verification the information you provide before your Transaction can be acknowledged or completed. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to initiate any Transaction.

We reserve the right, with or without prior notice, to:

- change product or service descriptions, images and references;
- limit the available quantity of any product or service;
- honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code, incentive offer or other promotion;
- prevent or prohibit any user or customer from making any or all Transaction(s); and/or
- refuse to provide any user or customer with any product or service.

The price and availability of any product or service offered through the Website are subject to change without notice, and we will not be responsible for errors in the prices or descriptions of any products or services. Refunds and exchanges will be subject to our refund and exchange policies in effect at the time the Transaction is made. You agree to pay all charges that may be incurred by you or on your behalf through the Website, at the price(s) in effect when the charges are incurred, including without limitation all shipping and handling charges. You are also responsible for any taxes that may be applicable to your Transactions.

## 6. We serve U.S. Customers Only

We control and operate the Website from our offices located in the State of Florida, United States of America. The Website is not intended to subject us to the laws or jurisdiction of any state, country or territory other than those of the United States. Unless otherwise specified, the materials made available through the Website are presented solely for the purpose of providing services and promoting products available in the United States. We make no representation or warranty that the Website, or any products, services, or materials made available through the Website, are appropriate or available for use in other locations. Those who choose to access the Website from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws, rules or regulations are applicable.

## 7. Our compassionate entrepreneurs and their Personalized Sites

Trades of Hope compassionate entrepreneurs are our independent third party contractors and are not otherwise affiliated with us. We are not responsible or liable for the statements, acts or omissions of Trades of Hope compassionate entrepreneurs, whether through or in connection with the Website, "offline," or otherwise. Without limiting the foregoing, we enable Trades of Hope compassionate entrepreneurs to create personalized online sites that contain Trades of Hope branding and content and that may share URLs with our Websites. You acknowledge and agree that we have no control over, and are not responsible or liable for, any text, images, or other information or materials posted by Trades of Hope compassionate entrepreneurs to such personalized online sites or any customizations made by Trades of Hope compassionate entrepreneurs to such personalized online sites (such information, materials, and customizations) or any materials communicated by a compassionate entrepreneur to you. We have not taken any steps to confirm the accuracy or reliability of any such information or other materials communicated by a Trades of Hope compassionate entrepreneur to you, and we make no representations or warranties as to the security of any communications between you and any Trades of Hope compassionate entrepreneur

## 8. Disclaimer

THE WEBSITE, THE MATERIALS, THE CONTENT AND THE RELATED SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING THE WEBSITE, THE MATERIALS, THE CONTENT AND THE RELATED SERVICES AND PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH THE WEBSITE. ANY RELIANCE ON OR USE OF THESE MATERIALS IS AT YOUR SOLE RISK. WE MAKE NO REPRESENTATION OR WARRANTY:

- REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY TRADES OF HOPE COMPASSIONATE ENTREPRENEURS;
- THAT WEBSITE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE;
- THAT DEFECTS OR ERRORS WILL BE CORRECTED;
- THAT USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS; OR
- THAT THE WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH THE WEBSITE ARE MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

While we try to maintain the integrity and security of the Website through SSL technology, and the servers from which the Website is operated, the Website may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Website. If you become aware of any unauthorized third party alteration to the Website, contact us at [customerservice@tradesofhope.com](mailto:customerservice@tradesofhope.com) with a description of the materials at issue and the URL or location on the applicable Website where these materials appear.

## 9. Limitation of Liability

IN NO EVENT SHALL TRADES OF HOPE, ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, AGENTS OR REPRESENTATIVES (THE FOREGOING ENTITIES, COLLECTIVELY, THE "TRADES OF HOPE ENTITIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF:

- THESE TERMS;
- THE WEBSITE;
- YOUR USE OF OR INABILITY TO USE THE WEBSITE; OR
- THE ACTS OR OMISSIONS OF TRADES OF HOPE COMPASSIONATE ENTREPRENEURS, IN EACH EVENT, EVEN IF TRADES OF HOPE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS, TRANSMISSIONS OR DATA OR FOR ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY (INCLUDING WITHOUT LIMITATION TRADES OF HOPE COMPASSION ENTREPRENEUR), OR ANY INFRINGEMENT BY A THIRD PARTY OF ANOTHER'S INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN AGREEMENT, TORT OR OTHERWISE) ARISING FROM OR RELATED TO THESE TERMS, THE WEBSITE, OR YOUR USE OF OR INABILITY TO USE THE WEBSITE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING OR ACCESSING THE WEBSITE.

## 10. Indemnification

# TRADES *of* HOPE

You will indemnify and hold the Trades of Hope Entities harmless from and against any and all claims, actions, demands, causes of action and other proceedings arising from or related to any of the following (the "Claims"):

- your use of, inability to use, or activities in connection with the Website;
- any violation of these Terms or any other Trades of Hope terms, conditions or policies by you or through any account you may have with the Website;
- any Transaction;
- any allegation that any submission or other materials that you make available through the Website infringe or otherwise violate the intellectual property, privacy, or other rights of any third party; or
- your violation of any rights of any Website visitor, user, or customer, or any other third party.

You agree to reimburse the Trades of Hope Entities on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any Claims.

## 11. Termination and Enforcement

These Terms are effective until we terminate them. You agree that we, at our sole discretion, may terminate your access to or use of the Website, at any time and for any reason. Upon any such termination, your right to use the Website will immediately cease. You agree that any termination of your access to or use of the Website may be effected without prior notice, and that we may immediately deactivate or delete any user name and/or password you used or provided, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that we will not be liable to you or any third party for any termination of your access to the Website or to any such information or files, and will not be required to make such information or files available to you after any such termination. We reserve the right to take steps that we believe are necessary or appropriate to enforce and/or verify compliance with these Terms (including without limitation in connection with any legal process relating to your use of the Website and/or a third party claim that your use of the Website is unlawful or violates such third party's rights).

## 12. Information or Complaints

There are no charges to consumers for use of the Website, other than the cost of any products or services purchased therein and any applicable taxes, shipping fees, and other charges associated with such purchases. We reserve the right to change our pricing. Please feel free to contact us to resolve a complaint regarding any aspect of our service by writing to the address here or sending an email to [customerservice@tradesofhope.com](mailto:customerservice@tradesofhope.com). Upon your request, you may have these Terms sent to you by e-mail.

## 13. Governing Law

These Terms are governed by the laws of the State of Florida, without giving effect to its conflict of laws provisions. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in Palm Coast, Florida, for any action, suit or proceeding arising out of or relating to these Terms or your use of the Website, including related services or products.

## 14. General Information

These Terms constitute the entire agreement between you and us and governs your use of the Website, superseding any prior agreements between you and us regarding the Website. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then you agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## 15. Miscellaneous

No agency, partnership, joint venture, or employment is created as a result of these Terms. You do not have any authority of any kind to bind us in any respect whatsoever. The failure of either party to exercise in any respect any right provided for in these Terms will not be deemed a waiver of any other rights under these Terms. We will not be liable for any failure to perform our obligations under these Terms if the failure results from any cause beyond our reasonable control, including without limitation, mechanical, electronic, or communications failure or degradation. You may not assign, transfer, or sub-license these Terms without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

If you have any questions, please contact us at [customerservice@tradesofhope.com](mailto:customerservice@tradesofhope.com),

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