

Red Aspen®, LLC
989 S Industry Way, Suite #102, Meridian, ID 83642
www.redaspenlove.com

Terms of Use

Last updated August 27, 2023

Your use of this Red Aspen, LLC ("Red Aspen," "Company," "we," "our," "Our," "We," "us," or "Us.") website and/or back-office (the "Site") is subject to the following terms and conditions (the "Terms of Use"). These Terms of Use also incorporate our Privacy Policy as if set forth at length herein. The Privacy Policy is located at https://www.redaspenlove.com/home/privacy_policy.html.

1. Consent. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE. If you are a visitor and are not a Red Aspen Brand Ambassador or Affiliate, and you do not agree to these Terms of Use, your sole recourse is to leave the Site. If you are a Red Aspen Brand Ambassador or Affiliate and you do not agree to these Terms of Use, your sole recourse is to cancel your Red Aspen Independent Brand Ambassador Agreement or your Red Aspen Affiliate Agreement and not to use the Site. If you are a Red Aspen Brand Ambassador, violation of these Terms of Use may result in disciplinary action against your Red Aspen Business as set forth in Red Aspen's Policies and Procedures.

RED ASPEN'S SERVICES ARE NOT INTENDED FOR ANYONE UNDER THE AGE OF 13. IF YOU ARE 13 TO 17 YEARS OF AGE, YOU MAY ONLY ACCESS AND/OR USE RED ASPEN SERVICES WITH THE INVOLVEMENT AND APPROVAL OF YOUR PARENT OR GUARDIAN.

2. Consideration. You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and receipt of data, materials and information available at or through the Site, the possibility of our use or display of your Submissions (as defined in Paragraph 14 below) and the possibility of the publicity and promotion from our use or display of your Submissions.

3. Additional Terms. Note that special terms apply to some services offered on your Site, such as subscription-based services, product purchases, rules for particular contests or sweepstakes or other features or activities. These terms will be posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.

4. Amendment. The Company may amend or otherwise update these Terms of Use at any time and you agree to be bound by such amendments, updates, and revisions. Amendments are effective upon posting to the Site. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. You should visit this page from time to time to review the current terms. The Company may change the Site or delete Content (as defined in Paragraph 8 below) or features of the Site at any time, in any way, for any or no reason at our discretion.

5. Conditions to Use the Site. Your permission to use the Site is conditioned upon your agreement that you:

- will comply with these Terms of Use;

- are at least 13 years of age;
- will not copy or distribute any part of the Site in any manner without our prior written consent;
- will not use the Site for any commercial purposes other than the specific commercial activities contained on the Site and will not use it to obtain data or personal information about any other users or to solicit other users or advertisers;
- are solely responsible for any content provided by you on the Site, including but not limited to any discussion posts, profile information, links and pictures including the ownership of any licenses or rights necessary to use the work of others and will not submit any copyrighted materials or work subject to other's proprietary rights;
- agree we have the right to remove any and/or all of your content and terminate your account with or without prior notice.

6. Prohibited Conduct. By using the Site, you agree not to:

- conduct or promote illegal activities;
- attempt to reverse engineer or otherwise attempt to derive the source code of the software (including tools, methods, processes, and infrastructure);
- engage in the automated use of the system, such as the use of data mining robots, or any manual process to harvest information from the Site;
- attempt to gain access to secured portions of the Site;
- hack into the accounts/profiles of other Users;
- infringe upon the copyright of us or third parties whose content is hosted on the Site;
- harass other Users of the Site;
- violate the rights of other Users of the Site;
- sell or otherwise transfer your account/profile without our express permission;
- use the Site to generate unsolicited email advertisements or spam;
- use our services as part of any effort to compete with us;
- interfere in any way with the proper functioning of the Site.

7. Products or Services. The following terms in these Terms of Use are applicable to those who make a purchase of goods or services through the Site.

- **Product/Services Descriptions.** We make great effort to put accurate product/service information, descriptions and images on the Site, but will not be held responsible for any mistakes or omissions to any information made available. The descriptions of products and services are subject to change at any time without notice, at our sole discretion.
- **Prices.** Prices for our goods and services are subject to change without notice. Prices on the Site do not include delivery charges. Any delivery charges are clearly listed before checkout. We shall not be liable to you or any third party for any price change.
- **Modifications.** Prices for our goods and services are subject to change without notice. We reserve the right at any time to modify or discontinue any goods (or any part or content thereof) without notice at any time. We shall not be liable to you or any third party for any modification, suspension or discontinuance of any of our goods or services.
- **Tax.** If required by law, tax will be collected from a user at the time of purchase.
- **Payment for Goods and Services.** Full payment for goods and services are made upon placing an order.
- **Method of Payment.** We accept the following methods of payment: Credit card or Debit card.
- **Unavailable Products.** If, after purchasing and completing payment for a product, that product is unavailable, we will contact you to inquire about whether you want to wait until the product is available. If within 30 days we receive no response, you will be refunded the purchase price, including any amount paid for delivery, within 30 days. If no response is received and the product

becomes available within 30 days, we will promptly ship the product to you. If an unavailable product will not be restocked, we will refund you.

- Discretion. We reserve the right, but are not obligated, to limit the sales of our goods and services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to discontinue any product or service at any time. Any offer for any goods or services made on this site is void where prohibited.

8. Subscriptions. If you sign up for one or more subscription services through the Website, these additional terms apply.

- Term. Your license to the services is valid during the period your subscription remains in good standing and there are no outstanding subscription payments (hereinafter "Subscription Term"). To keep your Subscription Term valid and in force, you must pay all charges to your account relating to your subscriptions, including applicable taxes and fees. Unless otherwise provided, your Subscription Term is on an automatic renewal and you will be required to pay, through the payment method provided by you, for the next applicable Subscription Term at the beginning of the Subscription Term period. These charges are applied regardless of whether you continue to use the Services during the Subscription Term. **YOU ARE RESPONSIBLE FOR SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED.**
- Discontinuance. We may discontinue offering subscriptions and will cease charging you accordingly. We may also terminate your Subscription in our sole discretion subject to your right to a pro-rated refund of fees.
- Increase in Prices. We may increase subscription fees and/or terms with 30 days' notice to you. You may terminate your services before the increase in fees or renewal terms is put into effect. If you do not cancel, you will be charged the new rate at the time of the renewal of your Subscription Term the increased amount and/or your renewed Subscription Term will be the new applicable length.
- Failed Payment for Renewal. If your payment on file is not approved on the date of the renewal of the Subscription Term, you will be allowed a period of at least three business days to provide updated payment information. If no updated information is provided after the three business-day period, we may suspend your service and terminate the Subscription. If we make a charge to your credit card and it is declined, we may, but are not obligated to make up to five more attempts to bill the card over a thirty-day period. We also reserve the right to charge your card smaller amounts in more than one transaction not to exceed the amount of the due Subscription Term payment. If you or we (through our payment service providers) update your payment method to remedy a change in validity or expiration date, we will automatically resume billing you for your subscription to the Services. We reserve the right not to reactivate an account or subscription until all past due amounts are paid.
- Cancellation. Cancellation of your subscription is to be done according to the following: A User may cancel their subscription at any time by sending a cancellation email to hello@redaspen.com or by logging into their customer portal and selecting the cancel subscription option. After termination, you may not have access to your account or the services related to your subscription.

9. Intellectual Property.

- All information, materials, functions and other Site content (including Submissions as defined in Paragraph 8) provided on the Site (collectively "Content"), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by U.S. and international copyright laws. The collection, arrangement and assembly of all Content on the Site is the exclusive property of the Company and is protected by U.S. and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Any unauthorized use of any material contained on the Site is strictly prohibited.

- You agree that the Site, including its code, documentation, appearance, structure and organization constitute trade secrets and/or copyrighted and/or proprietary material of Company and its licensors. The Site is protected by United States copyright, patent, trademark and other laws including international treaty provisions. You agree not to disclose, provide or otherwise make available such trade secrets, copy-righted or proprietary material in any form to any third party without the prior written consent of Company and/or its licensors, as applicable. Title to the Site, or any copy, modification, translation, partial copy, compilation, derivative work or merged portion of the Site, shall at all times remain with Company or its licensors, as applicable. You may not copy the written materials accompanying the Site. You agree to take every reasonable precaution to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Site.
- We, or people from whom we obtained a license, retain ownership of all intellectual property rights of any kind associated with the Site, including all applicable trademarks, copyrights and other proprietary rights such as trade secrets. Through the use of this Site pursuant to these Terms of Use, you have a limited right to use the Site, but in no way are we granting any license to you under any of those intellectual property rights. We reserve all rights that are not expressly granted to you in these Terms of Use. You may print limited numbers of one or more pages from the Website for your personal use.
- We retain, to the maximum extent possible, all ownership, without limitation, of all the text, software, scripts, graphics, photos, sounds, interactive features and the trademarks, service marks and logos contained therein ("Marks") unless they are marks used by licensors who have provided them to us for use on this Site. The Marks are owned or licensed to us, subject to copyright and other intellectual property rights under the law of the United States of America, the law of the jurisdiction where you reside, and international conventions. All content on the Site provided by us is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Site.

10. Trademarks. Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively "Trademarks") used and displayed on the Site are the Company's registered and unregistered Trademarks and the Trademarks of the Company's licensors. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site. Our Trademarks and those of our licensors may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. Use of our Trademarks, if allowed, must adhere to the Company's Policies and Procedures relating to Trademarks.

11. Product Returns. If you purchase a Red Aspen product via the Site and wish to return the product, please see our product return policy at <https://www.redaspenlove.com/home/returns.html>.

12. Use of Site and Content – License. Red Aspen grants you a limited license to access and make personal use of the Site and the Content, subject to these Terms of Use. Neither the Site nor any portion of the Site or any Content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by the Company in writing, except that where the Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you: (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services, or brands. We reserve the right to refuse services, and/or cancel orders at our discretion if we believe that user conduct violates applicable laws or is harmful to our interests.

In the event that we offer downloads of software from this Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively the "Software") are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

13. Linking. Links from the Site to third party web sites may be provided by the Company. If so, they are provided solely as a convenience to you. If you use such links, you will leave the Site. The Company has not reviewed all such third party sites (if any) and does not control, and is not responsible for, any of these web sites and their content. The Company does not endorse or make any representations about such web sites or any information or materials found there, or any results that may be obtained from using them. If you access any third party web sites linked from the Site, you do so at your own risk.

If you link to the Site from another website (which includes, but is not limited to, social media sites), the following restrictions apply to the site from which you link and the link itself:

- The site/link shall not imply, either directly or indirectly, that Red Aspen is endorsing its products, services, mission, beliefs, or any other aspect of the site or those sponsoring the site;
- You must comply with the provisions of Paragraph 18 (Rules of Conduct);
- The site/link shall not use any of the Company's Trademarks or the Trademarks of our licensors;
- The site/link shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
- The site/link shall not disparage Red Aspen, its officers, agents, employees, products, or services in any way or otherwise negatively affect or harm its/their reputation and goodwill;
- The site/link from which you link shall not present false or misleading information about the Company or the Red Aspen opportunity;
- The site/link shall not misrepresent any relationship with Red Aspen;
- The site/link shall not replicate in any manner any content in the Site; and
- The site/link shall not create a browser or border environment around Site material.

14. Claim of Copyright Infringement. We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent with the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic 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, or if multiple copyrighted works are covered by a single notification, a list of such works;
- The exact URL or description reasonably sufficient to permit us to locate where the alleged infringing material is located on the Site;
- Your name, address, telephone number and email 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 by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on this Site can be reached at copyright@xxx.com.

15. Submissions. For purposes of these Terms of Use, the word "Submissions" means text, content, advertisements, promotional material, graphics, audios, text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate, advertise, or otherwise distribute on or through the Site.

Red Aspen is pleased to receive your comments, suggestions, and Submissions regarding the Site, our products and services, and our opportunity. If you transmit to Red Aspen, post, or upload any Submissions to or through the Site, you grant the Company and its affiliates a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes.

By communicating a Submission to the Company, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Paragraph 11 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use.

16. Accounts. Some services on the Site permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify the Company of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Site.

If you have such an account, you agree that we may suspend or terminate your account and your ability to use the Site or any portion thereof for failure to comply with these Terms of Use or any special items related to a particular service, for infringing copyright, or for any other reason whatsoever.

17. Text Message Service. If you sign up for our text messaging service or programs, you agree to our Messaging Terms - https://terms.pscr.pt/legal/shop/red-aspen-online/terms_of_service and Messaging Privacy Policy - https://terms.pscr.pt/legal/shop/red-aspen-online/privacy_policy.

18. Public Forums and Communication. "Public Forum" means an area or feature offered as part of the Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or e-mail function. You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum. You should be skeptical about information provided by

others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. Red Aspen is not responsible for, and does not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum, and the Company specifically disclaims any and all liability in connection therewith. We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to any Submissions that you make to the Site.

19. Rules of Conduct. The following Rules of Conduct apply to the Site. You agree that you will not upload, post, or otherwise distribute, or link to or from the Site any Submission, Content, or material that:

- Directly or indirectly promotes or advertises any non-Red Aspen business opportunity;
- (a) Is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is profane, violent, vulgar, obscene, pornographic, or otherwise sexually explicit; (d) otherwise harms or can reasonably be expected to harm any person or entity; (e) is libelous, slanderous, defamatory, or violates the law.
- Is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- Infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- Is commercial, business related or advertises or offers to sell any products or services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- Contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site;
- (a) Does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) Violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) Is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet;
- Violates Red Aspen's Policies and Procedures.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of the Agreement, and, as between you and Red Aspen, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

Because any activities that occur under your username and/or login ID are your responsibility it is important for you to keep your information secure. Notify the Company immediately if you believe that someone has used your username or login ID without your authorization.

20. Removal of Submissions. Red Aspen reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post, or remove, any Submission from the Site that violates these Terms of Use; and (b) identify any user to third parties; and/or (c) disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either: (i) facilitate compliance with laws, including but not limited to, compliance with a court order or subpoena, or (ii) help to enforce the Agreement and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

21. Termination. Red Aspen may suspend or terminate your ability to use the Site, or any portion of the Site, for failure to comply with these Terms of Use, for breach of your Independent Brand Ambassador Agreement, or as the Company deems necessary to protect its business or intellectual property interests. We reserve the right to alter or discontinue the Site or any of the products or services provided herein at any time without prior notice. We also reserve the right to terminate these Terms of Use at our election and for any reason, without prior notice. The agreement between us and you will automatically terminate if, in our sole discretion, you violate any of These Terms of Use. Termination will result in the immediate cessation of access to the Site. The Disclaimers of Warranty and Limitation of Liability, and Indemnity sections shall survive the termination of the agreement between you and us.

22. International. The Site is intended for viewing and use in the United States and countries that the Company has designated are officially open for business. You shall not use the Site to conduct business or sales in any country that the Company has not announced is officially open for business.

23. Privacy. Red Aspen respects your privacy and the privacy of other visitors to the Site. To learn about our privacy practices and policies, please see our Privacy Policy at https://www.redaspenlove.com/home/privacy_policy.html.

24. Disclaimer of Warranties. ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE CONTENT IS ACCURATE, ERROR-FREE, RELIABLE OR CORRECT, THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST THE COMPANY WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). THE COMPANY MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE. RED ASPEN ASSUMES NO RESPONSIBILITY, AND DISCLAIM ALL LIABILITY, FOR ANY ERRORS OR OMISSIONS IN THIS SITE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

25. Limitation of Liabilities. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, CONSULTANTS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL THE COMPANY, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, CONSULTANTS, DISTRIBUTORS, SERVICE

PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

RED ASPEN MAY TERMINATE YOUR FURTHER ACCESS TO THE SITE OR CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

In connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

26. Restrictions. Without the prior written consent of Company, you may not: (a) transfer, assign, rent, use, copy or modify the Site or the web pages created through the Site, in whole or in part, except as expressly permitted in this Agreement; (b) decompile, reverse assemble or otherwise reverse engineer the Site, except to the extent the foregoing restriction is expressly prohibited under applicable law; (c) reproduce, disclose, market, lease, transfer, distribute or revise the Site or the associated web pages; (d) distribute any executable versions of the Site to third parties or use such executables in excess of the limitations set forth above; (e) use the Site to provide facility management, service bureau or other access or use of the program for the benefit of third parties; (f) You will not remove, alter or destroy any copyright notices, proprietary legends or other indicia of ownership.

27. Interactive Medium. To the extent the Site contains features by which users may interact with Red Aspen or other users (the "Interactive Medium"), such features shall not be used for any commercial purposes. You will not submit any material to solicit funds or to promote, advertise, or solicit the sale of any other goods, services, businesses or business opportunities. You are expressly prohibited from soliciting other guests of the Site Interactive Medium to become members of any network marketing company or business opportunity.

Any information or material submitted by you to the Company through the Interactive Medium will be deemed non-proprietary and non-confidential, and may be used by Company without restriction. Without limiting the foregoing, by offering any information or material through the Company Site (e.g., through chat, bulletin boards, e-mail, contests or otherwise), you grant to Company the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, edit, publish, make derivative works from and distribute such information or materials in any and all forms and media, now or hereafter discovered. Notwithstanding the foregoing, all personal data (e.g., name, address and telephone number) provided to Company will be handled in accordance with Company's Security and Privacy Statement.

Company reserves the right, in its sole discretion, to edit any submission, and to choose to include or not include such submission in the Interactive Medium. The Interactive Medium includes the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other content expressed by third parties are those of such third parties and not of Company. Company does not endorse any such opinion, statement or other material posted on or accessible through the Interactive Medium.

28. Dispute Resolution. This Agreement is governed by the laws of the State of Idaho. The offer extended by this Agreement, and any acceptance of its terms, shall occur in County, State of Idaho. Any dispute arising from or relating to these Terms of Use shall be brought in the courts of the State of Idaho residing in Ada County. The parties stipulate to exclusive jurisdiction before such court and further stipulate that venue is proper before such court. Each party to a dispute arising from or relating to this privacy policy shall bear his/her/its own attorney's fees, costs, and expenses.

If a visitor to this site wishes to bring an action for the breach of this Agreement, he/she shall do so on an individual basis. Visitors waive all rights to bring an action on a class or consolidated basis.

If a Brand Ambassador combines claims under these Terms of Use with any claim that is covered by the dispute resolution provisions in Red Aspen's Policies and Procedures that are applicable to Brand Ambassadors, the dispute resolution provisions of the Red Aspen Policies and Procedures shall be applied in lieu of this dispute resolution provision.

29. Confidential Information. "Confidential Information" includes, but is not limited to, information about Independent Brand Ambassadors and Customers that is contained in or derived from the Site and/or any reports issued by Red Aspen to Brand Ambassadors to assist them in operating and managing their Red Aspen business which are posted or made available on the Site. This Confidential Information constitutes proprietary business trade secrets belonging exclusively to Red Aspen and is provided to Independent Brand Ambassadors in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Independent Brand Ambassador's use in building and managing his/her Independent Red Aspen business.

30. Site Availability. Red Aspen does not guarantee that the Site will be free from interruption. The Site may be subject to shutdown from time to time for maintenance, technical issues, and/or causes beyond Red Aspen's control. You agree that Red Aspen shall have no liability for any loss caused by any shutdown or interruption.

31. Indemnity. You agree to defend, indemnify and hold harmless us, our officers, directors, representatives, employees and agents and all of our parent companies, affiliates, related companies and their officers, directors, representatives, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your violation of any term of these Terms of Use; or (ii) your violation of any third party right, including without limitation any copyright, property, privacy right, or any and all intangible or intellectual property rights.

32. General Provisions.

- If User no longer agrees to be bound by these Terms and Conditions, User must cease use of this Web site. If User is dissatisfied with this Web site, its content, or any of these terms, conditions, and policies, User's sole legal remedy is to discontinue using this Web site. Red Aspen reserves the right to terminate or suspend your access to and use of this site, or parts of this site, without notice, if we believe, in our sole discretion, that such use is (i) in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) Red Aspen has reason to believe that User is in violation of these Terms and Conditions of Use.
- We make no representations that the Content on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

- If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
- No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
- YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
- There are no third-party beneficiaries of these Terms of Use. You may not assign these Terms of Use or your rights and obligations hereunder, in whole or in part, to any third party without our prior written consent, and any attempt by you to do so will be invalid. No one shall be deemed a third-party beneficiary to these Terms of Use.
- Supply of goods, services and software through the Site is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Site if: (a) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List, or (b) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

33. Contacting Us. You may contact us regarding these Terms of Use or the Site by email (hello@redaspen.com) or mail (Red Aspen, 989 S Industry Way, Suite #102, Meridian, ID 83642).