

Terms of Use

Choosehope.com

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Important:

THIS AGREEMENT IS A CONTRACT

IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A PRINTED HARD COPY

BY PLACING AN ORDER YOU ACCEPT THIS AGREEMENT AND UNDERSTAND THAT IT WILL BIND YOU LEGALLY.

Please e-mail us at info@choosehope.com if anything is unclear.

Table of Contents

Terms of Use	1
Choosehope.com	1
Important:.....	1
The Parties	2
Application.....	2
Acceptance of terms through use.....	2
Changes to this Agreement.....	3
Definitions.....	3
Accounts.....	3
E-mail and Notices	4
License and Site Access	4
Mobile Services	5
User Conduct and General Practices	6
Co-Branding, Framing, Metatags and Linking.....	6
User Representations.....	7
Disclaimer and Warranties.....	7
Limitation of Liability	8
Special Admonitions for International Use.....	9
Third Party Websites and Content.....	9

Submissions.....	10
Miscellaneous	10
Acceptance of Electronic Contract.....	11
Financial Terms and Conditions	11
Notice.....	11
Currency.....	11
Payments.....	12
Stale Checks	12
Billing Questions can be directed to:	12
Special Provisions for Wholesale Customers	12
Acceptance of Agreement	12
Limited Materials License	13
Ordering.....	13
Payment	13
Returns.....	14
Termination of Status	14

The Parties

This Terms of Use Agreement is made between Phoenix Reawakening, LLC (Choose Hope), a Wisconsin company and YOU. This Agreement contains the terms and conditions that govern your use of the website found at www.choosehope.com, its mobile version(s) and/or applications and any of its sub-domains (the “Site”), as well as any authorized activity made available by us to Users (collectively, the “Services”). Unless otherwise indicated, the term “Site” shall include the Services and the term “Services” shall include the Mobile Services. You and Company may be referred to collectively as the “Parties” and individually as a “Party”.

Application

This Agreement applies generally to all Users. Provisions applying only to certain types of Users are so designated.

Acceptance of terms through use

You signify that you have read, understand and agree to be bound by this Agreement whether you are simply browsing the Site or using it as a Registered User. You may terminate this Agreement at any time by emailing notice of termination to Company and ceasing all use of the Site and Services. All provisions of this Agreement which by their nature should survive, shall survive termination, including but not limited to warranties, indemnities and accrued rights to payment.

Changes to this Agreement

From time to time we may change or modify this Agreement (including the Policies). WE will provide you with advance notice of substantial changes, using the e-mail address you have provided. If you do not terminate this Agreement within seven (7) days after such notice has been provided, you will be deemed to have accepted the changes. If you have chosen not to provide us with an e-mail address, it shall be your responsibility to check the Site regularly to determine if there have been changes to this Agreement.

Definitions

As Used in this Agreement:

“Person” means any individual, corporation, company, partnership, association or other group, whether or not organized as a legal entity and their legal successors and representatives.

“User” means any Person who visits, browses or uses the Site in any manner. The term “User” includes, but is not limited to, Registered Users.

“Registered User” means an User who creates an account.

“Materials” means, without limitation: Software (source code and object code), applications, advertisements, pictures, graphics, photographs, trademarks, logos, text, comments, videos and other audiovisual work, sound recordings, musical compositions, lyrics, product designs, and all other works and related intellectual property of any type or kind appearing on or incorporated into the Site.

“Wholesale Customer” means any Person:

- a. Who has submitted an application for Wholesale Customer status; and Whose business is legally organized in the United States of America; and
- b. Whose application for Wholesale Customer status has been accepted by Choose Hope

Accounts

You agree to provide true, accurate, current and complete information about yourself as prompted by the log in and registration processes (such information being your “Account Information”). You agree that, in providing your Account Information, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Account Information, or otherwise advise us in writing of any such changes or updates. You consent and authorize us to verify your Account Information.

As a Registered User, you will receive a unique username and password in connection with your account (collectively, your “Username”). You are solely and entirely responsible for maintaining the confidentiality of your Username and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. Choose Hope is not liable for any harm caused by or related to the theft of your Username, the disclosure of your Username, or your authorization to allow any other Person to use your Username. You are solely and entirely responsible for all activities that occur under your account, including but not limited to charges incurred. You agree to notify us immediately of any

unauthorized use of your account or any other breach of security known to you. You acknowledge that the complete privacy of data transmitted while using the Site cannot be guaranteed.

Choose Hope may disable access to your account for a reasonable period of time to investigate any good faith suspicion we may have regarding activities occurring under your account that may be in violation of this Agreement and/or applicable law. Choose Hope may do this without notice.

You agree to abide by all provisions of this Agreement and Policies, and to provide us with accurate Account Information. Your failure to update your Account Information and/or your failure to respond to inquiries from Choose Hope concerning the accuracy of your Account Information shall be considered a material breach of this Agreement.

If you created an account in the name of another Person, you hereby accept this Agreement both yourself and on behalf of such other Person, and you warrant and represent that you are duly authorized to do both.

E-mail and Notices

You agree that Choose Hope may provide any notices, statements and other communications to you through the e-mail address specified in your Account information or, in our sole discretion, by mail, express delivery service, facsimile or other electronic communication sent to the respective addresses you have specified.

License and Site Access

Contingent upon your compliance with all the terms and conditions of this Agreement, Choose Hope permits you to make use of the Site on a single computer, subject to the following conditions:

- You do not, and do not allow any third party to, copy, modify, create a derivative work from, or attempt to transfer any rights in the Site
- Other than Materials that are expressly offered on the Site for public use and download, You do not download (other than page caching), reproduce, reverse engineer, decompile, disassemble or modify the Site or any portion of it, without Choose Hope's express written consent. This includes, but is not limited to, all Choose Hope photographs, text, computer code, images, logos and trademarks.
- You do not download (other than page caching), modify or exercise any other right to any Materials you do not exclusively own, without a written license from the owner(s) of such Materials.

Except as otherwise specifically permitted herein, this license expressly excludes any resale or commercial use of the Site or its contents; any commercial collection, compilation or use of any product information, Materials, data or prices; any derivative use of the Site or its contents; any downloading or copying of any User's Account Information; and any use of data mining, robots, or similar data gathering and extraction tools. Neither the Site nor any portion of it may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose. Violation shall be a material breach of this Agreement and Choose Hope shall be entitled to seek immediate injunctive and other relief without the necessity of showing monetary damages.

Except for content that is licensed from third parties or for which specified uses are permitted under applicable provisions of law, the entire Site and all intellectual property rights associated with it (including by way of example and not limitation: the Site's compilation and all object code and source code, Materials, text, graphics, multimedia content, images, audio and video clips, html and other mark-up languages, and all scripts within the Site or associated with it) are the sole and exclusive property of Choose Hope, Inc. All rights reserved. Content licensed from third parties and all intellectual property rights related to such content belong to the respective third parties. This Agreement is copyrighted material and is not for reproduction or re-use by others.

You are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Site or any Materials, and Choose Hope reserves all rights not expressly granted in this Agreement. Any unauthorized use of our intellectual property shall be considered a material breach of this Agreement as well as a violation of any applicable intellectual property laws, worldwide.

The trademarks "Choose Hope," "Together We Will Win," "No One Fights Alone," "Embrace Hope," "Cancer Bites," "I have CHEMO BRAIN! What's your excuse?" along with all other logos, slogans, labels, product names, service names and trade dress related to the Site or Choose Hope, whether or not articulated herein (collectively, the "Choose Hope Marks") are exclusively owned by Choose Hope. You agree not to copy, display or otherwise use any Choose Hope Marks without Choose Hope's prior written permission. The Choose Hope Marks may never be used in any manner likely to cause confusion, disparage or dilute the Choose Hope Marks and/or in connection with any product or service that is not authorized or sponsored by Choose Hope. If you are uncertain whether a particular mark is or is not a Choose Hope Mark, you agree that it is your responsibility to inquire, before making any use of the mark, by emailing info@choosehope.com.

Certain slogans and product names appearing on the Site may be trademarks of third parties unrelated to Choose Hope, Inc. (collectively, "Third Party Trademarks."). Third Party Trademarks are used by Choose Hope either a) pursuant to direct licensing from the trademark owner; or b) based upon Choose Hope's good faith belief that licensing is not required for Choose Hope's specific uses. CHOOSE HOPE DOES NOT GRANT YOU ANY LICENSE, EXPRESS OR IMPLIED, IN OR TO THIRD PARTY TRADEMARKS. If You seek to use a Third Party Trademark for any purpose that requires licensing, it is your sole responsibility to seek all necessary licenses directly from the trademark owner. This includes, but is not limited to, your resale of any product(s) you purchase from Choose Hope. You expressly release and hold Choose Hope harmless from the consequences of any and all infringing uses you might make of Third Party Trademarks.

You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on the Site or any Choose Hope product.

Mobile Services

The Site may be available via mobile devices and applications (the "Mobile Services"). Your mobile carrier's normal messaging, data and other rates and fees may apply when using the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all mobile carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Company and the Site by

multimedia messaging service, short message service, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

User Conduct and General Practices

Without limiting any other provision of this Agreement, you agree not to use the Site in any unlawful manner or, without limitation, to:

- Harvest or collect email addresses or other contact information from others by electronic or other means
- Damage, disable, overburden or impair the Site
- Use automated scripts to collect information from or otherwise interact with the Site
- Upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable or which may expose Choose Hope or its Users to harm or liability of any type
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- Upload, post, transmit, share, store or otherwise make publicly available any private information of any third party, including, without limitation, addresses, phone numbers, e-mail addresses, Social Security numbers and credit card numbers
- Solicit personal information, passwords or personally identifying information for commercial or unlawful purposes
- Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- Intimidate, "stalk" or harass another
- Use or attempt to use another's account

Choose Hope reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Choose Hope shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

Co-Branding, Framing, Metatags and Linking

You may not co-brand this Site. "Co-branding" means to display a name, logo, trademark, any Materials or other means of attribution or identification of Choose Hope in such a manner as is reasonably likely to give the impression that you have the right to display, publish, or distribute this Site or content accessible within this Site. For the avoidance of doubt: except as expressly permitted in this Agreement (Special Provisions for Wholesale Customers), you may not use any Choose Hope photograph, text, image, logo or trademark in connection with the resale of any product(s) you purchase from Choose Hope. You agree to cooperate with Choose Hope in causing any unauthorized co-branding immediately to cease.

You may not frame or use framing techniques to enclose any Material, Choose Hope Marks or other proprietary information without Choose Hope's express written consent. You may not include Choose Hope Marks in any metatags or any other "hidden text" without Choose Hope's express written consent.

You are granted a limited, revocable, nonexclusive license to create a hyperlink to the Site's home page, provided that you comply with all of the following:

- The link must be a text-only link clearly marked "Choose Hope" or www.choosehope.com
- The link must "point" to the URL www.choosehope.com and not to any other page within or without the site
- The link, when activated by any Person, must display the Site full-screen and not within a "frame" on the linking or any other site
- The link shall not portray Choose Hope or its products or services in any false, misleading, disparaging or otherwise offensive manner
- The link may not use any Choose Hope Mark as part of the link without Choose Hope's prior express written permission
- The appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with our name and trademarks or create any false appearance that we are associated with or sponsor the linking or any other site

We reserve the right to revoke this license to link at any time in our sole discretion, without notice.

User Representations

By accepting this Agreement you expressly warrant and represent that all factual assertions you have made and will make to us are true and complete; that you have reached the age of majority and are otherwise competent to enter into contracts in your jurisdiction; and that in any event you are at least 18 years of age. You acknowledge that Choose Hope is relying upon the representations, warranties and covenants you have made to us.

Disclaimer and Warranties

Without limitation to other warnings and disclaimers in this Agreement or on the Site. You acknowledge that the Site may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and that Choose Hope shall not be responsible to you or others for any such interruptions, errors or problems.

A possibility exists that the Site could include inaccuracies or errors. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site. Although we attempt to ensure the integrity of the Site, we make no guarantees as to its completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, you agree to contact us including, if possible, a description of the material to be checked and the location (URL) where such material can be found, as well as information sufficient to enable us to contact you. We will make best efforts to address your concerns as soon as reasonably practicable.

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, IS PROVIDED "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AND

WITHOUT PREJUDICE TO DISCLAIMERS FOUND ELSEWHERE IN THIS AGREEMENT, CHOOSE HOPE AND ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, AGENTS AND OTHER REPRESENTATIVES (COLLECTIVELY, "CHOOSE HOPE") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO OPINION, ADVICE OR STATEMENT OF CHOOSE HOPE OR ITS USERS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. CHOOSE HOPE DISCLAIMS ANY AND ALL WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS APPEARING ANYWHERE ON THE SITE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED ANYWHERE ON THE SITE.

CHOOSE HOPE DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU UNDERSTAND AND AGREE THAT YOU OBTAIN INFORMATION OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS.

Limitation of Liability

NEITHER CHOOSE HOPE NOR ANY OF OUR PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, AGENTS OR OTHER REPRESENTATIVES (COLLECTIVELY, "CHOOSE HOPE") ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO USE OR MISUSE OF OR RELIANCE ON THE SITE OR ANY LINKED SITE, EVEN IF CHOOSE HOPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL CHOOSE HOPE'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO CHOOSE HOPE TO ACCESS THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY WITH RESPECT TO ANY DAMAGES INCURRED BY REASON OF SERVICES OR GOODS, ITEMS OR MERCHANDISE RECEIVED THROUGH OR ADVERTISED ON THE SITE. THIS LIMITATION SHALL ALSO APPLY TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LEGAL LIABILITY, LOST PROFITS, AND LOST DATA. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU

HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS OR LIMITATIONS.

Special Admonitions for International Use

We make no representation that products or services available on or through the Site or any Service are appropriate or available for use in locations other than the United States of America. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. No such products may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods: or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any product available through the Site or any Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. We reserve the right to limit the availability of the Site and/or any Service or product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion.

Third Party Websites and Content

You understand that the Site may contain links to third party web sites that are not owned or controlled by Choose Hope ("Third Party Sites") and that Third Party Sites may contain advertisements, products, pictures, graphics, photographs, trademarks, logos, text, comments, messages, information, audiovisual work, sound recordings, musical compositions, lyrics, and other works and intellectual property (without limitation, "Third Party Content") that is not owned or controlled by Choose Hope.

Without in any way limiting any other provisions of this Agreement, Choose Hope makes no representations whatsoever about any Third Party Site or Third Party Content that you may access through the Site. When you access and other website, you understand that it is entirely independent from the Site, and that Choose Hope has no control over the content of such website nor of its policies. Choose Hope will not and cannot investigate, monitor, censor or edit the content of any Third Party Sites or Third Party Content. It is up to you to take precautions to ensure that Third Party Sites and Third Party Content are free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature. If you access any Third Party Site or use or install any Third Party Content, you do so at your own risk.

In addition, a link to another website does not mean that Choose Hope endorses or accepts any responsibility for the content, use or policies of the linked website or that the policies of that website are consistent with our policies or the terms and conditions of this Agreement. We strongly encourage you to become familiar with the terms of use and practices of any linked site. You acknowledge and agree that all Third Party Content and Third Party Sites shall be governed by the terms of use and other rules established by the owners, operators or providers of such Third Party Content and/or Third Party Sites, and that Choose Hope shall not be a party to, and shall play no role whatsoever in any dispute you may have with the owners, operators or providers of such Third Party Content and/or Third Party Sites.

By using the Site, you expressly release Choose Hope from any and all liability arising from your use of any Third Party Site or Third Party Content, worldwide and in perpetuity.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, designs, materials, feedback or other information ("Submissions") you may provide to Choose Hope are non-confidential and become the sole property of Choose Hope. You understand that Choose Hope and its employees are constantly developing new products, services and features which may be similar or even identical to any ideas contained in Submissions. Choose Hope is not obligated to maintain any Submissions in confidence, unless Choose Hope has executed with you a binding, written nondisclosure agreement applicable to such Submissions. You hereby assign to Choose Hope all exclusive rights, including all intellectual property rights, to Submissions and Choose Hope shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without notice, attribution or compensation to you. Choose Hope shall have no obligation to return Submissions to you.

Miscellaneous

Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Choose Hope's option.

This Agreement is binding on the Parties and their respective heirs, legatees, executors, successors and assigns. Except for Policies and other agreements incorporated by reference herein, this Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter hereof. If any portion of this Agreement is found to be void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties' various rights and remedies hereunder shall be construed to be cumulative.

This Agreement shall be deemed to have been made in the United States of America, State of Wisconsin, and it shall be governed by the substantive laws of the State of Wisconsin without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state and federal courts sitting in Dane County, Wisconsin, USA, and you hereby waive any jurisdictional, venue or inconvenient forum objections. Provided, however, that if we are sued or joined in an action in any other court or forum in respect of any matter which may give rise to a claim by us hereunder, you consent to the jurisdiction of such court or forum over any such claim.

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Nothing in this Agreement shall be construed or deemed to create any partnership, agency, joint venture, employment, dealership or franchise relationship between the Parties.

Each Party hereto agrees to execute all further and additional documents as may be necessary or desirable to effectuate and carry out the provisions of this Agreement.

Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.

No breach of this Agreement by Choose Hope shall be deemed material unless the Party alleging such breach shall have given Choose Hope written notice of such breach, and Choose Hope shall fail to cure such breach within thirty (30) days after its receipt of such notice.

All notices required to be sent to Choose Hope under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage paid, or by overnight delivery services, to:

Choose Hope, 2140 W Greenview Drive Suite 10, Middleton, WI 53562, Attention: Legal

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 Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Notice for California Users. Under California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210. The provider of service is Choose Hope, 2140 W. Greenview Drive Suite 10, Middleton, WI 53562. There is no charge for using the Site.

You agree to defend, indemnify and hold Choose Hope harmless against any losses, expenses, costs or damages (including any reasonable attorneys' fees and costs) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of any Service, and/or (c) the used of any Service by any other person using your account. Choose Hope may participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval.

Acceptance of Electronic Contract

You agree that this Agreement has the same legal force and effect as a written contract with your written signature and that it satisfies any laws that require a writing or signature, including any applicable statute of frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You acknowledge that you have had the opportunity to print this Agreement.

Financial Terms and Conditions

Notice

Choose Hope plays no role, financial or otherwise, in any transaction between you and any credit card company or online payment processing vendor. The Financial Terms and Conditions set forth in the Agreement are meant exclusively to apply to transactions between you and Choose Hope.

Currency

All payments due from you to Choose Hope shall be made to Choose Hope in United States dollars.

Payments

You agree to pay for all fees and charges incurred under your account. If you have provided us with credit card information you authorize any and all charges and fees incurred under your account to be billed to your credit card account. Regardless of the method of payment, it is your sole responsibility to advise Choose Hope of any billing problems or discrepancies within thirty (30) days after such discrepancies or problems become known to you. Your credit card issuer agreement governs the use of your designated credit card account in connection with any purchase; you must refer exclusively to such issuer agreement, and not this Agreement, to determine your rights and liabilities as a cardholder.

Customers requesting payment terms must complete a credit application and agree to a reference check. The extension of credit and any terms associated therewith shall be at Choose Hope's sole discretion. Terms shall be set forth on your invoice and are by this reference incorporated into this Agreement.

If your check is returned for any reason you shall remit to Choose Hope a fee of \$30.00 and shall immediately remit credit card payment for all charges in the subject order. Interest on all amounts due shall accrue at the rate of 1.5% per month or the greatest amount permitted by law.

You agree to pay Choose Hope all reasonable costs of collection and directly related attorney fees incurred by us whether incurred prior to or after the commencement of formal legal action.

Stale Checks

Checks issued by Choose Hope to any User, for any purpose, are VOID after 90 days from the date of issue. Users requesting replacement checks will be charged a \$10.00 fee for issuance of the replacement check

Billing Questions can be directed to:

Choose Hope, Attn: Customer Service info@choosehope.com

Special Provisions for Wholesale Customers

The following provisions apply to Wholesale Customers (as such term defined in this Terms of Use Agreement).

Acceptance of Agreement

You expressly accept all the terms and conditions of this Terms of Use Agreement. You understand that these Special Provisions for Wholesale Customers are in addition to, and not in place of, the other terms and conditions of this Agreement. Without limitation, you have read, understand and agree to the provisions regarding your obligation to provide and maintain accurate Account Information; you further understand your obligations regarding Choose Hope's Intellectual Property. For the avoidance of doubt: all products, Materials and related design are the property of Choose Hope (or our vendors). Because you are receiving benefits as a Wholesale Customer, any unauthorized use of our intellectual property shall be considered a material breach of this Agreement as well as a violation of any applicable intellectual property laws, worldwide.

You warrant and represent that your purchases as a Wholesale Customer are and will be made solely in order to re-sell the items you purchase in a United States healthcare facility, storefront or web store

that you maintain exclusively and entirely; or to distribute such items at a charitable event with which you are directly involved; and that you will not make such items available through commercial sale or auction sites or services maintained by third parties. (For the avoidance of doubt: you may not re-sell the items you purchase on eBay, Amazon or any other third party site.) For purposes of this Agreement, the foregoing shall be referred to as Your “Permitted Uses.” You understand and agree that Choose Hope is affording you the benefits of Wholesale Customer status in reliance on and in consideration of You respecting the Permitted Uses, and that Your failure to adhere to the Permitted Uses shall be considered a material breach of this Agreement.

Limited Materials License

Provided You are a Wholesale Customer in good standing, Choose Hope grants you a limited, revocable, nontransferable license to reproduce and display Images of the Choose Hope products you have been authorized to sell or distribute, subject to the following conditions. For purposes of this provision, an “Image” is a photograph of the Choose Hope product(s) you have been authorized to sell or distribute, that appears on the Site.

- This license is expressly limited to Your use of the Image for purposes of exercising and promoting Your Permitted Users
- If an Image is removed from the Site or replaced with a different photograph, you will cease all use of the removed or replaced Image as soon as reasonably practicable
- This license is expressly limited to Images as to which Choose Hope owns all worldwide copyright rights. Use of Images is at Your own risk. Choose Hope makes no warranty or representation regarding the copyright ownership of Images
- This license is a condition and not merely a covenant
- Choose Hope reserves all rights not expressly included in this license

Ordering

All orders must be placed either through the Site or via fax or email. Phone orders will be provided with an order confirmation to verify accuracy.

Wholesale pricing and minimum unit requirements are subject to change.

Additional ordering terms and conditions may appear as Policies on the Site.

Payment

Wholesale Customers may pay with such credit cards as we are accepting at the time of the order, or if terms have been granted, with a business check.

Wholesale Customers requesting payment terms must complete a credit application and agree to a reference check. The extension of credit and any terms associated therewith shall be at Choose Hope’s sole discretion. Terms shall be set forth on your invoice and are by this reference incorporated into this Agreement.

If a check is returned for any reason the Wholesale Customer shall immediately remit to Choose Hope a fee of \$30.00 (thirty United States dollars) along with credit card payment for all charges in the subject order. Interest on all amounts due shall accrue at the rate of 1.5% per month or the greatest amount permitted by law.

You agree to pay Choose Hope all reasonable costs of collection and directly related attorney fees incurred by us whether incurred prior to or after the commencement of formal legal action.

Returns

Please see our Return Policy

Termination of Status

Choose Hope may terminate your status as a Wholesale Customer at any time for any reason including, but not limited to, failure of payment or failure to place an order within two consecutive years. You understand and agree that this is exclusively a contract for the sale of goods and that there is no employment, partnership, joint venture, franchise, dealership, distributorship or like relationship between Choose Hope and any Wholesale Customer. Upon your termination as a Wholesale Customer, the limited Materials license granted herein shall immediately terminate.