

Terms & Conditions

TERMS OF USE (“Terms”)

Last updated: October 7, 2024

These Terms apply to the websites operated by The Word For Your Today dba Celebration, Inc. , its subsidiaries, affiliates, directors, officers, employees, and agents (collectively referred to as “**The Word For Your Today**”). These Terms govern your access to and use of our websites, apps, and other technologies on which these Terms reside (each a “**Site**” and, collectively, the “**Sites**”), and any features, loyalty and other programs, products, and services offered on or in connection with them (collectively with the Sites, the “**Services**”). These Terms set forth a legally binding agreement between you and The Word For Your Today. Throughout the site, the terms “**we**”, “**us**” and “**our**” refer to The Word For Your Today.

Please read these Terms carefully before using the Services, including to make a purchase. By accessing or using the Services you agree to be bound by these Terms and all the terms and policies incorporated herein by reference. If you do not agree to these Terms, you may not access or use the Services. Your use of the any Service constitutes your acknowledgement that you have the legal authority to bind yourself or any party you represent to, and your acceptance of, these Terms.

Note that Section 15 of these Terms contains a mandatory arbitration provision that requires The Word For Your Today and you to use binding arbitration on an individual basis and limits the remedies available to The Word For Your Today and you in the event of certain disputes. By agreeing to these Terms, The Word For Your Today and you are giving up our rights to bring our disputes before a jury or as a member of a class action.

1. Changes to these Terms

The Word For Your Today reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will provide notice of such changes, such as by sending you an email notification or providing notice through the Sites. By continuing to access or use the Services in any way after such notice has been provided, you confirm your acceptance of the revised Terms and all the terms and policies incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Services or make an order (“**Order**”). If you do not agree to the revised Terms, you are free to reject them and will not be able to access or use the Services.

2. Eligibility

The Services are not targeted toward or intended for use by anyone under the age of 16. By using the Services, you represent and warrant that you (a) are 16 years of age or older, (b) have not been previously suspended or removed from the Services, or engaged in any activity that could result in suspension or removal from the Services, and (c) have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

3. Ownership of the Sites and Services

The Sites, and any Services performed, provided, or enabled by or through the Sites, including all Content (defined below) contained on the Sites is owned, controlled, or licensed by or to The Word For You Today, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. The unauthorized copying, displaying, selling, distributing, or other use of any Content is a violation of the law. Except as expressly provided herein, you are not permitted to copy, reproduce, republish, upload, post, publicly display, transmit or distribute any Content to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without The Word For You Today's express prior written consent. Permission is granted to electronically copy and to print in hard copy portions of the Content solely for your personal, non-commercial, and non-competitive, use. Any other use of Content without the prior written permission of The Word For You Today is strictly prohibited. "**Content**" means all content and materials contained within the Services, including without limitation, the The Word For You Today logos and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof.

4. Your License to Use Our Services

The Word For You Today grants you a limited, nonexclusive, non-transferrable, revocable license to use portions of the Services solely for your own private, non-commercial purposes only and solely in accordance with these Terms. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright, or other proprietary rights of The Word For You Today or any third party, whether by estoppel, implication or otherwise. This license is revocable at any time. Notwithstanding anything to the contrary in these Terms, the Services and Content may include software components provided by The Word For You Today or a third party that are subject to separate license terms, in which case those license terms will govern such software components. You acknowledge that any reliance on the Services or any Content will be at your own risk. You expressly agree that you will use the Services and Content only for the purposes permitted herein, that all information you submit is accurate and otherwise complies with these Terms, and that you will promptly notify The Word For You Today if any of your information changes. The Word For You Today makes no representation that the Services or Content is appropriate or available for use in particular locations.

5. Acceptable Use of the Services

Your use of our Services is subject to restrictions intended to protect the rights of The Word For You Today and others. You may not use the Services or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of The Word For You Today or others. You also agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or with any other person's use of the Services. You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Services.

You agree that you will abide by these Terms and will not:

- Engage in any harassing, threatening, intimidating, predatory or doxing conduct.
- use or attempt to use another account without authorization from the account administrator and The Word For You Today.
- use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services or that could damage, disable, overburden, or impair the functioning of the Services in any manner.
- reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content.
- attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Services that you are not authorized to access.
- develop any third-party applications that interact with the Services without our prior written consent; use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Services, extract data, or otherwise interfere with or modify the rendering of Site pages or functionality; or
- bypass or ignore instructions contained in the robots.txt file, that controls all automated access to the Services.

The Word For You Today reserves the right to bar and/or prevent any prohibited use of the Site.

6. Accounts, Passwords and Security

Certain features of the Services may require you to open an account, including setting up a username and password (referred to as your “**credentials**”). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your credentials, and for all activity that occurs under your account because of your failing to keep this information secure and confidential. You agree to notify The Word For You Today immediately of any unauthorized use of your account credentials or unauthorized activity on your account. You may be held liable for losses incurred by The Word For You Today or any other user of or visitor to the Services due to someone else using your credentials or account because of your failing to keep your account information secure and confidential.

You are advised to create and maintain a long, complex password that is unique to this account (meaning that you do not use the same password for any other account that you have) and that you not share password with anyone else. You may not use anyone else’s credentials or account at any time without the express permission and consent of the holder of those credentials or that account. The Word For You Today will not be liable for any loss or damage arising from your failure to comply with these obligations.

7. Terms of Sale

- 7.1. **Merchandise.** The Sites may contain listings, descriptions, and images of certain goods and services (collectively, the “**Products**”), made available by us or by third parties. Any Products described on the Sites are offered only in jurisdictions where they may be legally offered for sale. The information on the Sites is not an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation cannot legally be made, or any person to whom it is unlawful to make a solicitation. Certain Products may not be always available for all customers. Products may be suitable for children’s use, but such Products are intended for sale to adults. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.
- 7.2. **Actual Products May Vary.** The Products depicted on the Sites are sample representations of the Products. The actual size, shape, and color visible to you through the Services may vary depending on the device you are using and may not be accurate. The Products displayed through the Services can be ordered and delivered only within the U.S. and certain select countries. Products displayed through the Services may be available in select retail stores in the U.S. and certain foreign markets. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by The Word For You Today. While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on the Sites, including the product description, country of origin, and other information. You are advised to always read labels, warnings, directions, and other information provided with the any product before using or consuming the product.
- 7.3. **Pricing Information.** The Word For You Today cannot confirm the price or availability of an item until after your Order is placed. Pricing or availability errors may occur. The receipt of an Order confirmation does not constitute our acceptance of an Order or our confirmation of an offer to sell a Product. We reserve the right to cancel any Orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an Order confirmation or shipping notice from us. We may, at our discretion, either contact you for instructions or cancel your Order and notify you of such cancellation. Pricing for Products may be different on our Sites than from prices available elsewhere.
- 7.4. **Promotional Codes.** Promotional codes are void where prohibited by law. We reserve the right in our discretion to impose conditions on the offering of any promotional code. Promotional codes are not guaranteed and may expire or be discontinued with or without notice. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice.
- 7.5. **Not for Resale.** You may not sell or resell any Products you purchase or otherwise receive from The Word For You Today without our express permission. The Word For You Today reserves the right, with or without notice, to cancel or reduce the quantity of any order to be filled or Products to be provided to you that may result in a violation of these Terms,

as determined by The Word For You Today in its sole discretion. Except where prohibited by law, The Word For You Today may limit the number of Products available for purchase.

- 7.6. **Orders.** Some information relevant to your transaction is required for you to order and/or pay for Products. This information may include, without limitation, your payment card information (name on card, card number, expiration date, CVV, and zip code), your billing and shipping addresses. You represent and warrant that you have the legal right to use any payment card or other payment method utilized in connection with any transaction. By submitting such information, you grant to The Word For You Today and any required third parties we designate the right to provide and transmit such information for purposes of facilitating the completion of transactions initiated by you or on your behalf, and to maintain the security of the transaction. The Word For You Today reserves the right to verify any information submitted by you in connection with a transaction and you agree to use of your information for this purpose. You also authorize us to store and use the payment card as a payment method for purchases made through your account.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes and fees.

- 7.7. **Shipping and Handling.** Generally, shipping is handled by a third-party courier. Actual delivery dates may vary from your online account or checkout. You agree that you will not obtain, or direct shipment of, a Product for export. All Products purchased from us are made pursuant to a shipment contract, meaning the risk of loss and title for Products pass to you upon delivery of the Products to the carrier. Estimated delivery times are determined based on the method of shipping chosen when Products are purchased and the destination of the Products.

- 7.8. **Subscriptions and Automatic Renewal.** Unless otherwise specified in an Order, and contingent upon the applicable services remaining generally available, a subscription term will automatically renew at TWFYT's then current rates for: (i) if your prior subscription was for a period less than twelve (12) months, another subscription term of a period equal to your prior subscription term, or (ii) if your prior subscription term was for twelve (12) months or more, twelve (12) months. Either party may elect not to renew a subscription term by giving notice of cancellation to the other party before the end of the current subscription term. For free-trial subscriptions, unless you cancel your subscription before the free trial ends, you will be charged for the first time after the specified free trial period ends and you will start an automatically renewing paid subscription of the type associated with the particular free trial. You must provide any notice of cancellation through account settings in the Products, by contacting our support team, or by otherwise providing us notice.

- 7.9. **Returns and Refunds.** All sales are final. TWFYT does not accept returns, and all fees paid are non-refundable.

8. Communication Preferences

By providing your email address on the Sites, you also consent to receive electronic communications from The Word For You Today (e.g., via email or by posting notices to the Sites). These communications are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

9. User-Submitted Content/Feedback

By displaying, publishing, or otherwise posting any questions, comments, suggestions, ideas, original or creative materials or other content (“**Feedback**”) on or through the Services and/or providing The Word For You Today with any Feedback, you hereby grant The Word For You Today a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such Feedback in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. Feedback is non-confidential and shall become the sole property of The Word For You Today. You represent and warrant that you have the right to grant the license set forth herein, and the displaying, publishing, or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

10. Trademarks

All marks, service names, logos or slogans that may appear on the Services or Products are trademarks of The Word For You Today and may not be copied, imitated, or used, in whole or in part, without our prior written permission, in each instance. In addition, the look and feel of the Services and Products, constitute the service mark, trademark, or trade dress of The Word For You Today and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any Services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by The Word For You Today.

11. Third-Party Content and Links

We may display content, advertisements, and promotions from, and links to third parties through the Services (collectively, “**Third Party Content**”). We do not control, endorse, or adopt any Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third-Party Content are solely between you and such third

parties, and that The Word For You Today is not responsible or liable in any manner for such interactions or Third-Party Content.

12. Disclaimer of Warranties

THE SERVICES, AND ALL SITES, CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, ARE PROVIDED BY THE WORD FOR YOU TODAY ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO THE WORD FOR YOU TODAY PARTY (DEFINED BELOW) MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, SITES, OR THE CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, OR OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WORD FOR YOU TODAY PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE WORD FOR YOU TODAY PARTIES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SERVICES MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO THE WORD FOR YOU TODAY PARTY IS RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT RESULTS FROM ANY MATERIALS YOU ACCESS OR DOWNLOAD FROM THE SERVICES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnity

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless The Word For You Today, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “**The Word For You Today Parties**”), from and against all actual or alleged The Word For You Today Parties or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or not matured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively,

“**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Services, Content, or Products, (b) any Feedback you provide, (c) your violation of these Terms, (d) your violation of the rights of another, (e) any third party’s use or misuse of the Services or Products provided to you and (f) any User Content you create, post, share or store on or through the Services or our pages or feeds on third party social media platforms. You agree to promptly notify The Word For You Today of any third-party Claims and cooperate with the The Word For You Today Parties in defending such Claims. You further agree that the The Word For You Today Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and The Word For You Today.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY THE WORD FOR YOU TODAY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SERVICES OR CONTENT OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT, OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM THE WORD FOR YOU TODAY, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE WORD FOR YOU TODAY’S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO THE WORD FOR YOU TODAY PARTY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF FIFTY (50) U.S. DOLLARS.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

15. Binding Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES THE WORD FOR YOU TODAY AND YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH THE WORD FOR YOU TODAY AND YOU CAN SEEK RELIEF UNDER THESE TERMS. IN PARTICULAR, THE WORD FOR YOU TODAY AND YOU AGREE TO GIVE UP OUR RIGHTS TO BRING CERTAIN DISPUTES BEFORE A JURY OR RESOLVE CERTAIN CLAIMS IN COURT OR AS A MEMBER OF A CLASS PROCEEDING.

- 15.1. **Binding Arbitration.** For any dispute arising out of or related to these Terms or the Services or Content, or Products, except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents (each, a “**Dispute**”), to the extent permitted by applicable law, you and The Word For You Today agree (a) to waive your and The Word For You Today’s respective rights to have any and all Disputes resolved in a court, and (b) to waive your and The Word For You Today’s respective rights to a jury trial. Instead, you and The Word For You Today agree to arbitrate Disputes through binding arbitration. Arbitration is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court.
- 15.2. **No Class Arbitrations, Class Actions, or Representative Actions.** To the extent permitted by applicable law, you and The Word For You Today agree that any Dispute is personal to you and The Word For You Today and that any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. To the extent permitted by applicable law, you and The Word For You Today agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.
- 15.3. **Federal Arbitration Act.** You and The Word For You Today agree that these Terms affect interstate commerce and that the enforceability of this Section 15 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.
- 15.4. **Notice; Informal Dispute Resolution.** You and The Word For You Today agree that each party will notify the other party in writing of any Dispute or any small claims dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute or small claims dispute informally. Notice to The Word For You Today shall be sent by certified mail or courier to The Word For You Today, P.O. Box 5160, Alpharetta, GA 30023-5130.
- 15.5. Your notice must include (a) your name, postal address, telephone number, and an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute or small claims dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent to the address we have on file for you, and will

include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute or small claims dispute, (y) a description in reasonable detail of the nature or basis of the Dispute or small claims dispute, and (z) the specific relief that we are seeking. If you and The Word For You Today cannot agree how to resolve the Dispute or small claims dispute within thirty (30) days after the date notice is received by the applicable party, then either you or The Word For You Today may, as appropriate and in accordance with this Section 15, commence an arbitration proceeding or, to the extent specifically provided for in Section 15.1 ("**Binding Arbitration**" paragraph above), file a claim in court.

15.6. **Process.** You and The Word For You Today agree that any Dispute or small claims dispute must be commenced or filed by you or The Word For You Today within one (1) year of the date the Dispute or small claims dispute arose, otherwise the underlying claim is permanently barred (which means that you or The Word For You Today will no longer have the right to assert such claim regarding the Dispute or small claims dispute). You and The Word For You Today agree that (a) the arbitration will be conducted in the county where you reside, (b) arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Section 15. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879), and (c) that the state or federal courts of the State of California and the United States, respectively, sitting in the State of Georgia, Fulton County, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a small claims dispute in the small claims court located in the county of your billing address if the small claims dispute meets the requirements to be heard in that small claims court.

15.7. **Authority of Arbitrator.** As limited by the FAA, these Terms and the AAA Rules referenced above, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of the scope of this arbitration agreement and whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. The Federal Arbitration Act will govern the interpretation and enforcement of this Section 15. To the extent there are any conflicts between the AAA Rules and these Terms, the Terms will control.

15.8. **Severability.** If any term, clause or provision of this Section 15 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 15 will remain valid and enforceable. Further, the waivers set forth in this Section 15 are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

15.9. **Opt-Out Right.** You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the Terms of this Section 15 by writing to: The Word For You Today, P.O. Box 5160, Alpharetta, GA 30023-5130. In order to be

effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 15.

16. Governing Law and Venue

You agree that all matters relating to your access to or use of the Sites, the Services, the purchase of Products, and the The Word For You Today Privacy Policy, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Fulton County, Georgia, and waive any objection to such jurisdiction or venue. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court pursuant to Section 15 must be brought within one (1) year after the Dispute arises, or the legal claim or cause of action arising from the Dispute is barred.

17. Miscellaneous Terms

- 17.1. **Assignment.** You may not assign any of your rights or delegate any of your obligations provided under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms. The Word For You Today may assign its rights and obligations hereunder, in whole or in part, to any of its affiliates or to a third without your consent, or for any other reason in connection with the operation of its business at any time without notice.
- 17.2. **No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of The Word For You Today.
- 17.3. **Entire Agreement.** Except as otherwise agreed in writing by amendment, addendum or subsequent agreement, these Terms will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. Other terms or conditions, policies, or rules that are incorporated herein by references shall be considered part of these Terms and our agreement.
- 17.4. **Severability.** If any provision of these Terms is held to be invalid by any law, rule, order, or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of these Terms. If any provision of these Terms shall be illegal or otherwise unenforceable, such provision shall be severed, and the remainder of these Terms shall continue in full force and effect.
- 17.5. **Electronic Signature.** You acknowledge and agree that your use of the Services may involve you providing an “**electronic signature**” indicating your desire to use the Sites and our Services. Your electronic signature indicates your acceptance of these Terms and formation of our agreement, and your consent to receive communications about this agreement electronically. If you wish to receive communications in another manner, you

may contact The Word For You Today at support@wordforyou.com to change your communication preferences.

- 17.6. **No Export.** You may not use or otherwise export or re-export the Sites except as authorized by United States law and the laws of the jurisdiction in which the Sites was obtained. In particular, but without limitation, the Sites may not be exported or re-exported (a) into any U.S. Embargoed Countries, or that has been designated by the U.S. Government as a “terrorist supporting country” or (b) to anyone on the U.S. Treasury Department’s list of specially designated nationals or the U.S. Department of commerce denied person’s list or entity list. By using the Sites, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Sites for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.
- 17.7. **Relationship of the Parties.** Both you and The Word For You Today acknowledge and agree that no partnership is formed and neither of you nor The Word For You Today has the power or the authority to obligate or bind the other.
- 17.8. **Privacy.** On certain areas of the Sites, you may be given the ability to provide personal information. Please read The Word For You Today’s Privacy Policy; for more information about The Word For You Today’s information collection and use practices. By using the Services, including by providing personal information through them, you agree to the collection, use, disclosure, and other processing of your personal information as described in our Privacy Policy.
- 17.9. **Force Majeure Event.** The failure of The Word For You Today to comply with these Terms because of an act of god, war, fire, riot, terrorism, earthquake, actions of federal, state, territorial, or local governmental authorities, or for any other reason beyond the reasonable control of The Word For You Today, shall not be deemed a breach of our agreement.
- 17.10. **Updates to Terms and Services.** From time-to-time The Word For You Today may update the Services and these Terms. Your use of the Services after The Word For You Today posts changes to these Terms constitutes your agreement to those changes effective from the date of such changes. The Word For You Today reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Sites and/or Services, or any portion of them, for any reason; (2) to modify or change the Services, or any portion of the Sites, and any applicable policies or terms including these Terms; and (3) to interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

In the event of a complaint or concern regarding these Terms, our Services, or for more information, please contact The Word For You Today at support@wordforyou.com or at the following address: The Word For You Today, P.O. Box 5160, Alpharetta, GA 30023-5130.