



## Terms & Conditions of Use

We, Living Better 101, the Operators of this Website, provide it as a public service to our users.

Please carefully review the following basic rules that govern your use of our LIVING BETTER 101 Website. Please note that your use of our LIVING BETTER 101 Website constitutes your unconditional agreement to follow and be bound by these Terms and Conditions of Use. If you (the "User") do not agree to them, do not use the LIVING BETTER 101 Website, nor provide any information or materials to Our Website or download any materials from Our Website.

The Operators of the LIVING BETTER 101 Website reserve the right to update or modify these Terms and Conditions at any time without prior notice to User. Your use of the LIVING BETTER 101 Website following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use the LIVING BETTER 101 Website.

These Terms and Conditions of Use apply to the use of the LIVING BETTER 101 Website and do not extend to any linked third-party sites. These Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference, contain the entire agreement (the "Agreement") between you and the Operators with respect to the LIVING BETTER 101 Website. Any rights not expressly granted herein are reserved.

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You may not download or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the LIVING BETTER 101 Website any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the LIVING BETTER 101 Website.

You are strictly prohibited from communicating on or through the Website in any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You are expressly prohibited from compiling and using other Users' personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the LIVING BETTER 101 Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.

You also are expressly prohibited from distributing any Users' personal information to third-parties for marketing purposes. The Operators shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users'

personal information to third-parties for marketing purposes as a material breach of these Terms and Conditions of Use, and the Operators reserve the right to terminate or suspend your access to and use of the LIVING BETTER 101 Website and to suspend or revoke your membership access.

The Operators note that unauthorized use of any Users' personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal anti-spam statutes. The Operators reserve the right to report the abuse of Users' personal information to the appropriate law enforcement and government authorities, and the Operators will fully cooperate with any authorities investigating violations of these laws.

## **User Submissions**

The Operators do not want to receive highly confidential or proprietary information from you through the LIVING BETTER 101 Website. Any material, information, or other communication you transmit or post ("Contributions") to the LIVING BETTER 101 Website will be considered as non-confidential.

Any and all contributions to this site are licensed by you and subsequently under license to afford our Operators use of said information.

## **User Discussion Lists and Forums**

The Operators may, but are not obligated to, monitor or review any areas on the LIVING BETTER 101 Website where users transmit or post communications or communicate solely with each other, including but not limited to user forums and email lists, and the content of any such communications. The Operators, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operators may edit or remove content on the LIVING BETTER 101 Website at their discretion at any time.

## **Use of Personally Identifiable Information**

Information submitted to the LIVING BETTER 101 Website is governed according to the Operator's current Privacy Policy and the stated license of this website.

You agree to provide true, accurate, current, and complete information when registering with the LIVING BETTER 101 Website. It is your responsibility to maintain and promptly update your account information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the LIVING BETTER 101 Website.

Although sections of the LIVING BETTER 101 Website may be viewed simply by visiting the LIVING BETTER 101 Website, in order to access some Content and/or additional features offered at the LIVING BETTER 101 Website, you may need to sign on as a guest or register as a member. If you create an account on the LIVING BETTER 101 Website, you may be asked to supply your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Website using your account or User ID. You grant the Operators and all other persons or entities involved in the operation of the LIVING BETTER 101 Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and in the provision of services to you. The Operators cannot and do not assume any responsibility or liability for any information you submit, or your or third-parties' use or misuse of information transmitted or received using the LIVING BETTER 101 website. To learn more about how we protect the privacy of the personal information in your account, please visit our LIVING BETTER 101 Privacy Policy.

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You agree to defend, indemnify and hold harmless the Operators, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the LIVING BETTER 101 Website, including, without limitation,

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The Operators reserve the right to terminate or suspend your access to and use of the LIVING BETTER 101 Website, or parts of the LIVING BETTER 101 Website, without notice, if we believe, in our sole discretion, that such use: (i) is 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) where the Operators have reason to believe that you are in violation of these Terms and Conditions of Use.

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