

## **TERMS OF USE**

### **SUBSCRIPTION SERVICE AGREEMENT**

By clicking “ACCEPT” You signify that You agree to all of the following.

1. Your Optimized Success (hereafter “OC”) Subscription and your purchase of any OC Product or Service is governed by the Offer Details relating to it and the following Terms of Use.

2. Effective Period, Termination, and Suspension of Your Subscription

Your Subscription will remain in effect until the expiration, termination, or renewal of Your Subscription, whichever is earliest.

You can terminate your Subscription. You may terminate a Subscription at any time during its effective period; however, You must pay all amounts due and owing to OC before the termination is effective. You will receive a refund of any portion of the Subscription price that applies to the unused months remaining on your Subscription effective period. However, no refunds will be provided for partially unused months or months that have already passed.

See below for provisions relating to other Subscription termination causes.

3. Ordering

(i) By ordering a new Subscription or renewing an existing Subscription, You agree to the Offer Details that apply to same. Your subscription is Yours and Yours alone. Do not allow any other person to use it. Your subscription cannot be sold, assigned, donated, transferred or alienated.

(ii) By ordering or renewing a OC Subscription, Product or Service, You agree to the Offer Details that apply to that Product or Service offered at the time You order same.

3. Pricing and payment. Payments are due and must be paid according to the related Subscription, Product or Service Offer Details.

(i) The price presented in the Offer Details is the price that applies to Your Subscription, Product or Service and that price is available per the Offer Details. All prices and other terms are subject to change at the beginning of any Subscription renewal, and the purchase price and terms pertinent to OC

Products and Services are subject to change at any time at the sole discretion of OC.

#### 4. Renewal

Upon renewal of Your Subscription, any all previous Terms of Use agreements terminate, and Your Subscription will thereafter be governed, by the terms and provisions set forth in the Offer Details that present at the time You renew Your Subscription (the "Renewal Terms") and the Terms of Use agreement that is then in effect. If You do not agree to any of that, You may decline to renew Your Subscription.

#### 5. Taxes

Page 1 of 8

Prices are exclusive of any and all applicable taxes. Taxes will be added where appropriate and You must pay the sum due.

#### 6. Conditions

As a condition of access to, and use of the OC Site, as well as the purchase of any OC Subscription, Product or Service, You agree that:

a) You are an individual person at least 18 years of age; You are able to create a binding legal obligation; b) You are not barred from receiving subscriptions, products or services under US law; Your use will at all times comply with the terms of this Agreement; You will use same only for Your personal use; c) You use will comply with the letter and spirit of the objectives of OC; d) You understand this Site and OC Subscriptions, Products and Services are intended for informational purposes only; e) You will purchase OC Subscriptions, Products and Services exclusively for Your own use and enjoyment, or as a gift for another and that You will not sell or transfer any of the Subscriptions, Products and Services or portions of said Subscriptions, Products and Services in any other way or manner; f) You must safeguard Your password and that it is for Your own use and not by anyone else; Any information You provide to OC is accurate, true, current and complete;

#### 7. Access to the OC Site and OC Subscriptions, Products and Services and Services

OC retains the right at our sole discretion to or access to the OC Site and OC Subscriptions, Products and Services, at any time and for any reason. You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the OC Site and OC Subscriptions, Products and Services accessible, the OC Site and OC Subscriptions, Products and Services may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control Site access may be interrupted, suspended or terminated.

## 8. Transmission of Information

Because we do not control the security of the Internet or other networks You use to access the OC Site and OC Subscriptions, Products and Services or communications with us, we can't be, and are not responsible for, the security of information that You choose to communicate to OC or OC Site and OC Subscriptions, Products and Services while it is being transmitted. In addition, OC is not responsible for any data lost during transmission.

## 9. Your Conduct on our Site

Our OC Site and OC Subscriptions, Products and Services is private property. All interactions on this OC Site and in regard to OC Subscriptions, Products and Services must be lawful and must comply with these Terms of Use. To the extent Your conduct (as judged by us in our sole discretion), restricts or inhibits any other user from using or enjoying any part of this OC Site and OC Subscriptions, Products and Services, we may limit Your use and access to the OC Site and OC Subscriptions, Products and Services and seek other remedies. PLEASE DO NOT ENGAGE IN ANY OF THE FOLLOWING ACTIVITIES, they are prohibited on the Site and constitute express violations of this Agreement:

Page 2 of 8

a) Submitting any purposely inaccurate information, committing fraud or falsifying information to the OC Site, in the use of the information contained in any OC Subscriptions, Products and Services or in the disclosure of any information to any third party in relation to OC Site and OC Subscriptions, Products and Services; b) Attempting to access, or actually accessing, data not intended for You, such as logging into a server or any other OC Site, asset and OC Product which You are not authorized to access; c) Attempting to scan or test the security or configuration of the OC Site and OC Subscriptions, Products and Services or to breach security or authentication measures; d) Tampering or interfering with the proper functioning of any part, page or area of the Site or any functions or services provided by OC; e) Attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to our OC Site and OC Subscriptions, Products and Services, or attempts at overloading, "flooding", "spamming", "mail bombing" or "crashing the OC Site and OC Subscriptions,

Products and Services; f) Using frames, framing techniques or framing technology to enclose any content included on the Site without our express written permission; g) Using any OC Site and OC Product content in any meta tags or any other "hidden text" techniques or technologies without our express written permission; h) Using the OC Site and OC Subscriptions, Products and Services or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with OC; i) Reselling, re-purposing, donating or assigning Your access to the OC Site and OC Subscriptions, Products and Services or any purchases made through the Site; j) Using the OC Site and OC Subscriptions, Products and Services or any related resources to solicit customers, clients, guests, users, affiliates, associates, employees or other business partners of OC for any purpose; k) Collecting content from the OC Site and OC Subscriptions, Products and Services, including but not limited to current or previously offered Subscriptions, Products and Services, and featuring such content to consumers in any manner that diverts traffic from the Site without our express written permission; l) Collecting the Personal Information, Statements, data or content of any customers, clients, guests, users, affiliates, associates, employees or other business partners of OC; m) Using any customers, clients, guests, users, affiliates, associates, employees or other business partners of OC information from the Site for any commercial purpose, including, but not limited to, marketing; n) Exceeding or attempting to exceed quantity limits when purchasing OC Subscriptions, Products and Services, or otherwise using any OC to purchase vouchers or Subscriptions, Products and Services for resale, or for speculative, false, fraudulent or any other purpose not expressly permitted by this Agreement and the terms of a specific offer on the OC Site and OC Subscriptions, Products and Services; o) Accessing, monitoring or copying any content or information from this OC Site and OC Subscriptions, Products and Services using any "robot," "spider," "scraper" or other automated means or any manual process for any purpose without our express written permission; p) Violating the restrictions in any robot exclusion headers on this OC Site and OC Subscriptions, Products and Services or bypassing or circumventing other measures employed to prevent or limit access to this Site; q) Taking any action that places excessive demand on our services or Subscriptions, Products and Services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion);

Page 3 of 8

r) Aggregating any live or post-feature content or other information from the OC Site and OC Subscriptions, Products and Services (whether using links or other technical means or physical records associated with purchases made through this Site) with material from other sites or on a secondary site without our express written permission; s) Deep-linking to any portion of this OC Site and OC Subscriptions, Products and Services (including, without limitation, the purchase path for any voucher) without our express written permission; Acting illegally or maliciously against the business interests or reputation of OC, our customers or our services or Subscriptions, Products and Services; or Hyperlinking to the OC Site and OC Subscriptions, Products and Services from any other website without our initial and ongoing consent.

## 10. Accessing Information On The OC Site and OC Subscriptions, Products and Services

If You commit fraud or falsify information in connection with Your use of the OC Site and OC Subscriptions, Products and Services Your access will be terminated immediately and we reserve the right to hold You liable for any and all damages that we suffer, to pursue legal action through relevant local and national law enforcement authorities and to notify Your Internet Service Provider of any fraudulent activity we associate with You or Your use of the OC Site and OC Subscriptions, Products and Services.

## 11. Orders

When You purchase anything sold by OC, clicking the "Buy" button constitutes an offer to buy the related Subscriptions, Products and Services. Your purchase is not complete until we email You to confirm the transaction, tender a receipt acknowledging the product or service and the related payment, or tender the product or service to You. We reserve the right to reject Your offer and not conclude a contract with You.

## 12. Modification of this Agreement

We reserve the right at all times to discontinue or modify any part of this Agreement as we deem necessary or desirable. If we make changes that materially affect Your use of the Site or our services we will notify You by sending You an email to the email address that is registered with Your account and/or by posting notice of the change on the Site. If You have an account on the Site, any changes to these Terms of Use will be effective upon the earlier of our dispatch of an email notice to You or our posting of notice of the changes on our Site, provided that, these changes will not apply to vouchers purchased prior to the effective date of such changes. These changes will be effective immediately for new and existing users of our Site and for all vouchers purchased after the elective date of the change. We suggest that You revisit our Terms of Use from time to time to ensure that You stay informed of any such notifications of changes to the Site. Your use of the Site after we update these Terms of Use will constitute acceptance of the modified Terms of Use.

We also reserve the right to change or discontinue any aspect or feature of our Subscription, Products or Services, or our Site including, but not limited to, requirements for access or use.

## 13. Ownership of the Site

The content and information on the Site as well as the infrastructure used to provide both, is proprietary to us. OC grants You a limited, personal, nontransferable, nonexclusive, revocable license to access and use the Site pursuant to this Agreement and to any additional terms and policies set forth by OC. You

Page 4 of 8

agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell or re-sell any data, content, information, software, Subscriptions, Products and obtained from or through the OC Site and OC Subscriptions, Products and Services without the express permission of OC. In addition, You may not make any use that exceeds or violates these Terms of Use.

#### 14. Copyrights and Trademarks

This OC Site and OC Subscriptions, Products and Services contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Site are protected by copyright, trademark, and other intellectual property laws of the United States. OC has sole rights to use said copyright(s) in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of OC or the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, You will make independent attribution and/or make no changes in or deletion of any author attribution, trademark legend or copyright notice. You acknowledge that You do not acquire any ownership rights by purchasing, using or downloading copyrighted material. Any violation of these restrictions may result in a copyright, trademark or other intellectual property right infringement that may subject You to civil and/or criminal penalties.

You will not upload, post or otherwise make available on this OC Site and OC Subscriptions, Products and Services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. OC does not have any express burden or responsibility to provide You with indications, markings or anything else that may aid You in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission and you agree to indemnify OC by paying all damages due from, and costs and expenses incurred by OC (including OC's actual attorney fees) as a result of any and all allegations that you violated copyrights of another. You will pay

as those damages, costs and expenses are incurred.

#### 15. Disclaimer of Warranty

YOU EXPRESSLY AGREE THAT USE OF THIS SITE AS WELL AS ANY OC SUBSCRIPTION, PRODUCT OR SERVICE IS AT YOUR SOLE RISK. NEITHER OC, ITS SUBSIDIARIES AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OWNERS OR AGENTS, WARRANT THAT USE OF THE SITE, OC'S SUBSCRIPTIONS, PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SITE OR THE CONTENT OF THIS SITE, OR (II) THE ACCURACY, COMPLETENESS, RELIABILITY OR CONTENT OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, SUBSCRIPTION, PRODUCT OR SERVICE DESCRIPTIONS), VOUCHERS, OR STATEMENTS PROVIDED BY OR THROUGH THIS SITE. THE SITE AND ALL CONTENT, STATEMENTS AND OTHER INFORMATION CONTAINED ON THE SITE, AND SUBSCRIPTIONS, PRODUCTS, AND SERVICES ACCESSIBLE OR AVAILABLE THROUGH

Page 5 of 8

THE SITE ARE MADE ACCESSIBLE OR AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. OC HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE CONTENT, STATEMENTS OR OTHER INFORMATION CONTAINED ON THE SITE, OR THE SUBSCRIPTIONS, PRODUCTS OR SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

ABSOLUTE AND TOTAL DISCLAIMER AND WAIVER OF LIABILITY - YOU AGREE TO, AND ACCEPT THIS WAIVER

This OC Site and OC Subscriptions, Products and Services and all the information contained therein and included therewith is intended to be used solely for informational/educational purposes only. The information, statements, observations, experience, samples and/or opinions contained therein is/are general in nature and are used to demonstrate common issues, matters, challenges and responses experienced as per our experience by our users in general and as such do not and cannot be construed to apply to any particular or specific person, entity, fact, circumstance, intention, desire, law, application, challenge or resolution. Your individual specific facts, circumstances, intentions, objectives, desires and how the law relates to them are entirely unique and must be addressed by You in the manner You solely

elect and that You accept and understand that the information, statements and/or opinions contained and included in each OC product are general in nature and that the author(s) and/or any person or entity associated with him/her/them, individually and/or collectively make(s) no warranty, express or implied, about its accuracy or reliability, that any of it is fit for any particular purpose or that You will achieve any specific result or conclusion.

Facts, circumstances, conditions, laws as well as Your intentions, objectives and desires may change and are subject to events and variables that are dynamic in nature. So does the manner in which they relate to each other as well as Your objectives, goals, priorities, personal needs and Your decisions. You have the sole discretion how and when to communicate, and apply any or all of the information presented on OC's Site, through your Subscription or through its Products and Services. All information, statements, observations, experience, samples and/or opinions is/are not intended to be legally binding and cannot be considered to be such. It is general and cannot be considered a substitute for a specific legal or other professional expert (whether licensed or not) opinion devoted to Your specific facts and circumstances, desires, intentions and objectives. No OC Product and all the information contained therein and included therewith is meant to be a replacement for the professional advice from a qualified experienced expert that You personally would engage to address your personal and specific circumstances. Further, any and all reference or reporting of any numerical results and/or calculations as provided in the OC Subscriptions, Products and Services and all the information contained therein and included therewith are for illustration purposes only. They may not be relied on. They may have been generally accurate when written, but may not reflect the current trend or state of the law. Further, reference therein to any specific action or inaction, course of conduct or position, whether real or hypothetical, does not constitute or imply endorsement, recommendation, or an opinion favoring same by the author or any person/entity associated with the author, individually and/or collectively for any particular person at any particular time.

The views and opinions expressed do not necessarily state or reflect the views and opinions of any person/entity and same may change as time, circumstances, facts, the law changes. OC Subscriptions, Products and Services do not address anything relating to any criminal issues or matters, tax court or other court proceedings, accusations, investigations, rights or responsibilities or procedures. That is

Page 6 of 8

beyond the scope of OC. Any such issues require the advice and counsel from an experienced tax controversy attorney. If such challenges exist or are possible, all such issues must be addressed accordingly. You have rights and You must exercise them. You are directed to seek that advice and representation immediately. There is no substitute for it.

You agree that OC and/or any person or entity associated with it, individually and/or collectively



do(es) not accept any responsibility for any damage experienced by You, another person or entity be whether same is direct, indirect or consequential, nominal, material, real, potential or otherwise, resulting or which may result from the information, statements, opinions, observations, experience, and or calculations or use thereof, as contained and/or reflected expressly or by inference or implication in this Site or any OC product.

You also hereby waive any and all rights to exemplary damages, punitive damages, attorney fees and all other damages in excess of the annual cost of Your subscription.

If You do not accept the above Absolute and Total Disclaimer and Waiver of Liability in its entirety, You are directed not to subscribe, purchase read, consider, use, or rely on the information contained in this Site or any OC Product or Service.

By accepting these TERMS OF USE You further specifically acknowledge, accept and agree to the provisions in the above Absolute and Total Disclaimer and Waiver of Liability.

16.

#### Arbitration

We will make every reasonable effort to resolve any disagreements that You have with OC. If those efforts fail, by using this Site You agree that any and all claims, disputes, controversies You may have against OC arising out of, relating to, or connected directly or indirectly with this Agreement, this Site or the purchase or sale of any voucher(s), shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"). You agree further that: (a) the arbitration shall be held at a location in Lansing, Michigan, or at such other location as may be mutually agreed upon by You and OC; (b) the arbitrator shall apply Michigan law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (c) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only Your and/or OC's individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (d) if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

17. Websites of Others

The OC Site and OC Subscriptions, Products and Services contains links to websites maintained by

other parties. These links are provided solely as a convenience to You and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If You decide to access websites maintained by other parties, You do so at Your own risk.

Page 7 of 8

You are not authorized to represent in any fashion that you have any affiliation with us other than your subscription. Any other reference must be agreed to us in advance and in writing. If you become aware that our relationship is being presented, held out or characterized in any unauthorized manner you must inform us of same and take all reasonable steps to insure that the unauthorized use is corrected and will not occur again.

18.

#### Indemnification/Release

You agree to defend, indemnify and hold harmless OC, its subsidiaries, affiliates and their respective directors, officers, employees, owners and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to any Subscriptions, Products and Services purchased by You.

#### 19. OC's Termination of Your Subscription

OC may terminate these Terms of Use at any time. Without limiting the foregoing, OC shall have the right to immediately terminate or suspend any of Your passwords or access codes in the event it considers, in its sole discretion, any of Your conduct to be unacceptable, or in the event You breach this Agreement. Notwithstanding the above, these Terms of Use will survive termination of this Agreement.

#### 20. Choice of

#### Law

Any disputes arising out of or related to these Terms of Use and/or any use by You of the OC Site and OC Subscriptions, Products and Services shall be governed by the internal laws of the State of Michigan, without regard to its choice of law rules and without regard to conflicts of laws principles except that the Arbitration provision shall be governed by the Federal Arbitration Act.

#### 21. Additional

#### Disclosures

No waiver by either You or OC of any breach or default or failure to exercise any right allowed under this Agreement is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Agreement invalid, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement, and the remaining portions of our Agreement shall continue in full force and effect.

You are contracting with OC. Correspondence should be directed to: OC.

If You are a California resident, You may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

These Terms of Use apply equally to and are for the benefit of OC, its subsidiaries, affiliates, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.