

## SheerSense© Limited Website Terms and Conditions of Use

This site (together with any successor site(s) and all Services (as defined below), the "SheerSense© website") is operated by SheerSense© Limited ("SheerSense©," "we," "us," and "our").

We provide SheerSense© website users with access to content and services related to us and our products, including audiovisual content, images, forums, text, data and other similar content and services (such content and services, collectively, the "Services").

Please read these Terms and Conditions of Use (the "Agreement") carefully before using the SheerSense© website.

By using the SheerSense© website, you agree to be bound by this Agreement.

If you do not agree to the terms and conditions of this Agreement, please do not use the SheerSense© website.

Further, by using the SheerSense© website, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement. If you are not of legal age to enter into this Agreement and have not obtained parental or guardian consent to enter into this Agreement, then you may not use the SheerSense© website.

We reserve the right to change this Agreement, in whole or in part, from time to time at our sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation by posting the revised draft of this Agreement on the SheerSense© website.

You can determine when this Agreement was last revised by referring to the date at the bottom of this Agreement.

Your continued use of the SheerSense© website following the posting of changes to this Agreement will mean that you accept those changes, provided that any material change to this Agreement shall not apply retrospectively to any claim or dispute between you and us in connection with this Agreement that arose prior to the date applicable to that version of this Agreement in which we included such material change. If you do not agree to such changes, you may not use the SheerSense© website.

We may, at any time, modify or discontinue all or part of the SheerSense© website; charge, modify or waive fees required to use the SheerSense© website; or offer opportunities to some or all SheerSense© website users, subject to any restrictions placed on our exercise of such rights under applicable law.

For purposes of this Agreement, the following terms have the following meanings:

The "Distributor Terms of Agreement" means the agreement (collectively with any terms and conditions attached thereto or incorporated therein) between SheerSense© and a SheerSense© independent Distributor pursuant to which such individual was appointed as a SheerSense© independent Distributor.

A "SheerSense© Distributor" is an individual (a) who has agreed, pursuant to the terms of the Distributor Terms of Agreement, to be a SheerSense© Distributor and (b) who remains an active SheerSense© Distributor in good standing.

A "SheerSense© Customer" is an individual who is (a) not a SheerSense© Distributor and (b) is visiting the website.

If you are an SheerSense© Distributor you acknowledge and agree that your use of the SheerSense© website is subject not only to this Agreement, but also to the terms and conditions contained in your Distributor Terms of Agreement and any applicable SheerSense© policies, codes of conduct or other related guidelines.

If you are a SheerSense© Customer you acknowledge and agree that your use of the SheerSense© website is subject to the Terms and Conditions contained herein as apply to a SheerSense© Distributor insofar as they are applicable to a SheerSense© Customer. For clarity, "Customer" and "Distributor" are interchangeable herein except in those matters which clearly relate only to SheerSense© Distributors.

### 1. Content Posted by SheerSense© Distributors.

SheerSense© Distributors are independent of SheerSense© and are not otherwise affiliated with SheerSense© or any of SheerSense©'s parent companies, subsidiaries or Affiliates (collectively "Affiliates").

SheerSense© is not responsible or liable for the statements, acts or omissions of SheerSense© Distributors, whether through or in connection with the SheerSense© website or otherwise.

Without limiting the foregoing, although SheerSense© may provide SheerSense© Distributors with certain resources and tools (including without limitation assistance with the creation of personalised online sites that contain SheerSense© branding and content and that may share URLs in whole or in part with the SheerSense© website), you acknowledge and agree that neither

SheerSense© nor any Affiliate has control over, or is responsible or liable for, any text, images, or other information or materials posted by SheerSense© Distributors to the SheerSense© website or such personalised online sites.

You further acknowledge and agree that neither SheerSense© nor any Affiliate has control over, or is responsible or liable for any customisations made by SheerSense© Distributors to the SheerSense© website or such personalised online sites, or any materials communicated by a SheerSense© Distributor to you.

Such information, materials, and customisations shall be referred hereafter as “SheerSense© Distributor Content”.

Neither SheerSense© nor any Affiliate

(a) has taken any steps to confirm the accuracy or reliability of any SheerSense© Distributor Content or other materials communicated by a SheerSense© Distributor to you, or

(b) makes any representations or warranties as to the security of any communications between you and any SheerSense© Distributor undertaken using SheerSense© Distributor Content (for example, email links posted by SheerSense© Distributors).

In addition, neither SheerSense© nor any Affiliate makes any representations or warranties as to the data privacy or data protection practices of any SheerSense© Distributor.

## 2. Information You Submit Through the SheerSense© website.

Your submission of information through the SheerSense© website is governed by SheerSense©’s privacy policy (the “Privacy Policy”).

This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

To the extent that you submit any personally identifiable information to any third party in connection with the SheerSense© website (for example, via a Third Party Application, which is defined in Section 12 below), please note that

(a) such third party’s collection, use and disclosure of such information will be governed by its own privacy policy and not by SheerSense©’s Privacy Policy, and

(b) we are not responsible for the information collection, usage and disclosure practices of such third party or any other third parties, including without limitation SheerSense© Distributors.

You represent and warrant that any information you provide in connection with your use of the SheerSense© website is true, accurate and complete, and that you will maintain and update such information as needed, such that the information remains true, accurate and complete.

If you choose to make any of your personally identifiable information or other information publicly available through or in connection with the SheerSense© website, you do so at your own risk.

## 3. Registration, User Names and Passwords.

You may be required to register in order to access certain areas of the SheerSense© website, for example, to post Submissions (defined in Section 5 below).

With respect to any such registration, you may not use (and we may refuse to grant you) any user name or email address that belongs to or is already being used by another person, that may be construed as impersonating another person, that violates the intellectual property or other rights of any person, that is offensive, or that we reject for any other reason in our sole discretion.

You are responsible for maintaining the confidentiality of any password you may use to access the SheerSense© website, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the SheerSense© website, to any third party.

You are fully responsible for all interactions with the SheerSense© website that occur in connection with your user name.

You agree to immediately notify SheerSense© of any unauthorised use of your password or user name or any other breach of security related to your account, your user name or the SheerSense© website, and to ensure that you log off and exit from your account with the SheerSense© website (if applicable) at the end of each session.

We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

If you are a SheerSense© employee or a SheerSense© Distributor, you agree that SheerSense© may identify you as such (for example, by means of a badge or other identifier) while you use the SheerSense© website.

If you do not want to be so identified, then you may not use the SheerSense© website.

#### 4. Rules of Conduct.

While using the SheerSense© website you agree to comply with all applicable laws, rules and regulations, and to respect the rights and dignity of others.

In addition, your use of the SheerSense© website is conditional on your compliance with the rules of conduct set forth in this Section 4, and failure to comply with this Agreement and/or these rules of conduct (including without limitation your repeated engagement in copyright infringement through or in connection with the SheerSense© website) may result in termination of your access to the SheerSense© website pursuant to Section 18 below.

You agree not to:

Post, transmit, or otherwise make available through or in connection with the SheerSense© website:

any information or materials that are or may be, or the posting, transmission or use of which is or may be:

(a) threatening, harassing, degrading, hateful or intimidating;

(b) defamatory or libellous;

(c) fraudulent or tortious;

(d) obscene, indecent, pornographic or otherwise objectionable; or

(e) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right without the express written consent of the owner of such right;

any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offence; that promotes gambling; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking";

any virus, worm, Trojan horse, Easter egg, time bomb, malware, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, hijack, disable, interfere with, or disrupt the operation of, or monitor the use of, any hardware, software or equipment;

any unsolicited or unauthorised advertisements, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation that is not expressly approved by SheerSense© in advance;

any personally identifiable information of another individual, without the prior lawful consent of such individual;

any material, non-public information about a company, without the proper authorisation to do so.

Use the SheerSense© website for any fraudulent or unlawful purpose.

Use the invitation functionality on the SheerSense© website to invite any person to join the SheerSense© website unless you personally know the invitee and know that he or she will agree to receive the invitation.

Use the SheerSense© website to defame, abuse, harass, stalk, threaten, bully, or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or to harvest or collect information about users of the SheerSense© website.

Impersonate any person or entity, including without limitation any employee, agent or other representative of SheerSense©; including by

(a) falsely stating or otherwise misrepresenting your affiliation with any person or entity in connection with the SheerSense© website; or

(b) expressing or implying that we endorse any statement you make.

Interfere with or disrupt the operation of the SheerSense© website or the servers or networks used to make the SheerSense© website available; or violate any requirements, procedures, policies or regulations of such networks.

Restrict or inhibit any other person from using the SheerSense© website (including without limitation by hacking or defacing any portion of the SheerSense© website).

Use the SheerSense© website to

(a) advertise or offer to sell or buy any goods or services for any business purpose, or otherwise promote any services, businesses or opportunities except to the extent that you are a SheerSense© Distributor that has otherwise been authorised or instructed by SheerSense© to use the SheerSense© website to promote the SheerSense© business opportunity, or

(b) solicit SheerSense© website visitors or users to visit, become members of, subscribe to, or register with any commercial online service or other organisation; in each case, without SheerSense©'s express prior written consent.

Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the SheerSense© website except to the extent that you are a SheerSense© Distributor that has otherwise been authorised or instructed by SheerSense© to use the SheerSense© website for such purposes.

Except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the SheerSense© website.

Remove any copyright, trademark or other proprietary rights notice from the SheerSense© website or from materials originating from the SheerSense© website.

Frame or mirror any part of the SheerSense© website.

Create a database by downloading and storing SheerSense© website content.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather SheerSense© website content or reproduce or circumvent the navigational structure or presentation of the SheerSense© website without SheerSense©'s express prior written consent.

Place a widget provided by SheerSense© on any third party website in violation of the policies governing the third party website (including the terms of use governing such website).

Additionally, you acknowledge and agree that you (and not SheerSense©) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the SheerSense© website, and for paying all charges related thereto.

## 5. Submissions.

### a. Generally.

The SheerSense© website may contain areas where you are able to post information and materials, including without limitation text, images, photographs, graphics, music, videos, audiovisual works, data, information, files, links and other materials (each, a "Submission").

For purposes of clarity, you retain ownership of any Submissions that you post, subject to the terms and conditions of this Agreement (including the license grant in Section 5(b) below).

You hereby acknowledge and agree that you do not have any rights to use or incorporate into any Submission or other materials, any content or materials owned by us or the Affiliates, or our or their respective licensors or suppliers ("SheerSense© Content"), except to the extent that SheerSense© expressly authorises you in writing to so use or incorporate such SheerSense© Content.

For the sake of clarity, SheerSense©, the Affiliates or our or their respective licensors or suppliers, as applicable, shall retain ownership of the SheerSense© Content.

### b. License Grant.

For each Submission that you post, you hereby grant to us and the Affiliates a world-wide, royalty free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sub-licensable (through multiple tiers) license, without additional consideration to you or any third party, to:

(i) reproduce, distribute, transmit, perform and display (publicly or otherwise), make available to the public, adapt, modify, edit, translate, make, sell, offer to sell, import, and otherwise use and exploit (and have others exercise such rights on behalf of us or the Affiliates, through multiple tiers) such Submission, any ideas accompanying, related to, or embodied in such Submission,

and any materials embodying, incorporating, or derived from such Submission, in any format or media now known or hereafter developed;

(ii) create derivative works from such Submission (including without limitation by incorporating such Submission into any other work, or into our, the Affiliates' or our or their respective designees' products or services);

(iii) exercise all trademark, publicity and other proprietary rights with regard to such Submission;

(iv) use your name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with your Submission; and

(v) use your Submission (including the contents thereof and any derivative works thereof) for any advertising or promotional purposes. If you do not wish to grant the rights granted in this section 5, please do not post any submissions on the SheerSense© website.

#### c. Disclaimers.

It is possible that SheerSense© website visitors will post information or materials on the SheerSense© website that are wrong or misleading or that otherwise violate this Agreement.

We, the Affiliates and our and their respective directors, officers, employees, agents, representatives, licensors and providers do not endorse and are not responsible for any information or materials made available through the SheerSense© website or your use of such information or materials.

All Submissions will be deemed to be non-confidential and may be

(i) disclosed to the general public and

(ii) used by us without

(a) any confidentiality or other non-disclosure obligations or

(b) attribution to you or any third party.

We reserve the right, at any time and in our sole discretion, to set limits on the number and size of Submissions that may be posted on the SheerSense© website or the amount of storage space available for Submissions.

#### d. Acknowledgement.

You hereby acknowledge and agree that

(i) you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to any Submission that you post, which consideration includes, without limitation, the ability to participate in activities on the SheerSense© website and the possibility that publicity or favourable exposure may arise from our or the Affiliates' use of such Submission or any derivative works incorporating or embodying such Submission; and

(ii) you are not entitled to any further compensation for any use or other exploitation of such Submission by us or the Affiliates or any other party in connection with the rights in such Submission that have been granted hereunder and/or that are available under applicable law.

#### e. Representations and Warranties.

You hereby represent and warrant that:

(i) you have the legal right and authority to enter into this Agreement;

(ii) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under any Submission that you post and to grant the rights and licenses set forth herein, and with respect to any third party materials that appear in or are otherwise incorporated or embodied in any Submission that you post, you have obtained express, written clearances from all owners of and rights holders in such third party materials as necessary to grant the rights and licenses set forth herein;

(iii) any Submissions that you post, and the use thereof by us, the Affiliates, our and their respective designees, and other users of the SheerSense© website do not and shall not infringe or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party;

(iv) any Submission that you post is not confidential and does not contain any confidential information;

(v) in creating, preparing and posting any Submission, you

(a) have complied and will comply in all respects with all applicable laws, rules (including without limitation our rules of conduct set forth in Section 4 above), and regulations and

(b) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party) and

(vi) you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Submission that you post, to use such individual's name and likeness for purposes of using and otherwise exploiting such Submission(s) in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of majority, you have obtained such written consent, release and/or permission from such individual's parent(s) or guardian(s) and from any other entity from whom such consent, release or permission is required (and, in each case, you agree to provide to us a copy of any such consents, releases and/or permissions upon our request).

If you do post a Submission that contains the likeness of an identifiable individual, we strongly encourage you not to include any identifying information within such Submission, such as the individual's name or address.

#### f. Waiver; Further Assurances.

To the extent permitted under applicable law, you agree to forever release, discharge and waive all claims against us, the Affiliates and our and their respective directors, officers, employees, agents, representatives, licensors and providers from, and covenant not to initiate, file, maintain, or proceed upon any claims, demands, actions, losses, costs, damages, liabilities, judgments, settlements or expenses (including without limitation reasonable attorneys' fees) that relate in any way to this Agreement and/or the use of any Submission in a manner consistent with the rights granted under this Agreement, including without limitation any claim for idea misappropriation.

Additionally, to the extent permitted under applicable law, you hereby waive any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with any Submission (and you hereby represent and warrant that you have obtained clear, express written waivers from any applicable third parties with respect to any and all rights that such third parties may have under such laws in connection with any Submission that you post).

At any time upon our request, you shall:

(i) take or cause to be taken all such actions as we may reasonably deem necessary or desirable in order for us and the Affiliates to obtain the full benefits of this Agreement and any licenses granted by you hereunder, and

(ii) execute a non-electronic hard copy of this Agreement.

#### g. No Obligation to Use.

We may determine in our sole discretion whether or not to exercise any right granted to us under this Agreement, and we shall have no obligation to

(i) use or otherwise exploit any Submission or

(ii) include any Submission on the SheerSense© website or in any other services or materials.

#### 6. Unsolicited Input.

Notwithstanding anything to the contrary in this Agreement, we and the Affiliates do not accept, invite or consider unsolicited input or submissions of ideas, proposals or suggestions ("Unsolicited Input"), whether related to the SheerSense© website, our products or otherwise.

You hereby acknowledge and agree that

(a) any Unsolicited Input is not confidential and SheerSense© and the Affiliates have no confidentiality obligations with respect to such Unsolicited Input and

(b) to the extent permitted under applicable law, any Unsolicited Input will become our and the Affiliates' sole property.

Neither we nor any Affiliate has any obligation with respect to Unsolicited Input, and we and the Affiliates may use Unsolicited Input for any purpose whatsoever without compensation to you or any other person.

#### 7. Monitoring; Reporting of Objectionable Materials.

We may, but have no obligation to:

(a) monitor, evaluate or alter Submissions before or after they appear on the SheerSense© website;

(b) seek to verify that any or all rights, consents, releases and permissions in or relating to a Submission have been obtained by you in accordance with your representations above;

(c) refuse, reject or remove any Submission at any time or for any reason (including without limitation if we determine in our sole discretion that all rights, consents, releases and permissions have not been obtained by you despite your representations above).

You agree to cooperate with us in our verification and inquiries related to the foregoing.

We may disclose any Submissions and the circumstances surrounding their transmission to anyone for any reason or purpose, and in accordance with our Privacy Policy.

If you become aware of any unlawful, defamatory, offensive or objectionable material(s) on the SheerSense© website (other than material that infringes copyright, which is addressed separately in Section 19 below), contact us on the SheerSense© website, or write to us with a description of the material(s) at issue and the URL or location of such materials.

## 8. Our Proprietary Rights.

We, the Affiliates and our and their respective licensors and suppliers own the information and materials (including without limitation any SheerSense© Content) made available through the SheerSense© website. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorised in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on all or any part of the SheerSense© website or any information or materials (including without limitation any SheerSense© Content) made available through the SheerSense© website.

We, the Affiliates and/or our or their respective licensors or suppliers own the trade names, trademarks and service marks on the SheerSense© website, including without limitation "SheerSense©".

All trademarks and service marks on the SheerSense© website not owned by us or the Affiliates are the property of their respective owners.

You may not use our trade names, trademarks or service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion.

Nothing contained herein or on the SheerSense© website should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

Please note that unauthorised use of the SheerSense© website (including without limitation any software used to make the SheerSense© website available) may subject you to monetary damages and other civil and criminal penalties including without limitation, for copyright infringement.

## 9. Sweepstakes, Contests, and Similar Promotions.

Any sweepstakes, contest, raffles, and other promotions made available through the SheerSense© website ("Promotions") may be governed by specific rules that are separate from this Agreement.

By participating in any such Promotion, you agree to become subject to those rules, which may vary from the terms and conditions set forth herein.

In the event of any conflict between the terms and conditions of a Promotion and the SheerSense© website terms and conditions, the Promotion terms and conditions shall govern.

## 10. Intended Audience.

SheerSense© controls and/or operates the SheerSense© website from United Kingdom, and the SheerSense© website is not intended to subject SheerSense© to the laws or jurisdiction of any state, country or territory other than those of England and Wales.

Unless otherwise specified, materials made available through the SheerSense© website are presented solely for the purpose of providing services and promoting products available in United Kingdom. To the extent permitted under applicable law, SheerSense© makes no, and hereby disclaims any, representations or warranties that the SheerSense© website, in whole or in part, or any products, services, or materials made available through the SheerSense© website, are appropriate or available for use in other locations.

Those who choose to access the SheerSense© website from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws, rules or regulations are applicable.

We may limit the SheerSense© website's availability, in whole or in part, to any person(s), geographic area(s) or jurisdiction(s) we choose, at any time and in our sole discretion.

#### 11. Third Party Applications.

The SheerSense© website may interoperate with or include third party software applications and services (or links thereto) that are made available by our third party service providers (such applications, "Third Party Applications").

Because we do not control Third Party Applications, you agree that neither we nor the Affiliates, nor our or their respective directors, officers, employees, agents, representatives, licensors or providers, are responsible or liable for any Third Party Applications, including without limitation the performance, accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Applications or their use.

We have no obligation to monitor Third Party Applications, and we may remove or restrict access to any Third Party Applications (in whole or part) from the SheerSense© website at any time.

The availability of Third Party Applications on the SheerSense© website does not imply our endorsement of, or our affiliation with any provider of, such Third Party Applications.

Further, your use of Third Party Applications may be governed by additional terms and conditions that are not set forth in this Agreement or in our Privacy Policy (for example, terms and conditions that are made available by the provider(s) of such Third Party Applications themselves in connection with such Third Party Applications).

This Agreement does not create any legal relationship between you and provider(s) of such Third Party Applications, and nothing in this Agreement shall be deemed to be a representation or warranty by us, any Affiliate, or our and their respective directors, officers, employees, agents, representatives, licensors or providers with respect to any Third Party Application.

#### 12. Third Party Content.

The SheerSense© website may incorporate certain functionality that allows, via the system or network of which the SheerSense© website is a component, the routing and transmission of, and online access to, certain digital communications and content made available by third parties ("Third Party Content").

By using such SheerSense© website functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality.

Because we do not control Third Party Content, you agree that we are neither responsible nor liable for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content.

We have no obligation to monitor Third Party Content, and we may block or disable access to any Third Party Content (in whole or part) via the SheerSense© website at any time.

Your access to or receipt of Third Party Content via the SheerSense© website does not imply our endorsement of, or our affiliation with any provider of, such Third Party Content.

Further, your use of Third Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third Party Content).

This Agreement does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by us, or any of the Affiliates, or our or their respective directors, officers, employees, agents, representatives, licensors or providers with respect to any Third Party Content.

#### 13. Links to or From Other Sites.

The SheerSense© website may provide links to or feeds from other websites and online resources.

Except as otherwise expressly stated by SheerSense© on the SheerSense© website, SheerSense© is not affiliated or associated with the operators of any third party websites or resources that link to or are linked from the SheerSense© website. SheerSense© expressly disclaims any responsibility for the accuracy, content, or availability of information found on third party websites or resources that link to or are linked from the SheerSense© website.

We cannot ensure your satisfaction with any products or services that are available through any third party website or resource that links to or is linked from the SheerSense© website, because these third party websites and resources are owned and operated by independent entities.



We do not endorse any of the products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information, made available through any third party websites or resources, and we make no representations or warranties as to the security of any information (including without limitation credit card and other personal information) that you may provide or be requested to provide to any third party, whether through such a third party website or resource or otherwise.

You agree that your use of third party websites and resources and any content, information, data, advertising, products, services, or other materials on or available through such websites and resources is at your own risk and is subject to the terms and conditions of use applicable to such websites and resources.

SheerSense© shall have the right, at any time and at its sole discretion, to block links to the SheerSense© website through technological or other means without prior notice.

#### 14. Disclaimer.

The SheerSense© website and all goods, services, products, SheerSense© distributor content, third party applications (as defined in section 12), third party content (as defined in section 13), information and materials made available through the SheerSense© website are provided "as is" without any express representations or warranties of any kind, and we, the affiliates, and our and their respective directors, officers, employees, agents, representatives, licensors and providers disclaim all statutory and implied representations, warranties, terms and conditions including without limitation implied warranties of title, merchantability, fitness for a particular purpose and non infringement.

SheerSense© makes no representation or warranty that the SheerSense© website or any goods, services, products, SheerSense© distributor content, third party applications, third party content, information and materials made available through the SheerSense© website will be accurate, reliable, complete, error free or compatible with any particular hardware or software.

Any reliance on or use of the SheerSense© website or any goods, services, products, SheerSense© Distributor content, third party applications, third party content, information or materials made available through the SheerSense© website shall be at your sole risk.

Without Limiting The Foregoing, SheerSense© makes no representation or warranty

(a) regarding the statements, acts or omissions of any SheerSense© Distributors or any other third parties;

(b) that the SheerSense© website will be available on a timely basis, or that access to the SheerSense© website will be uninterrupted or secure;

(c) that defects or errors will be corrected; or

(d) that the SheerSense© website or the servers or networks through which the SheerSense© website are made available are secure or free of viruses or other harmful components.

Applicable law may not allow for limitations of certain implied warranties; solely to the extent that such law applies to you, some or all of the above limitations or disclaimers may not apply to you, and you may have additional rights.

The SheerSense© website may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorised alterations to the SheerSense© website.

If you become aware of any unauthorised third party alteration to the SheerSense© website, contact us by using SheerSense© website, or write to us with a description of the material(s) at issue and the URL or location on the SheerSense© website of such materials.

#### 15. Limitation of Liability.

In no event shall SheerSense©, its affiliates, or any of its licensors or providers or their respective directors, officers, employees, agents, representatives, be liable for any indirect, incidental, exemplary, punitive, special or consequential damages arising out of or in connection with the SheerSense© website, nor for any damages for loss of profits, loss or interruption of business, loss of use, loss of data, loss of other intangibles, loss of security of information you have provided in connection with your use of the SheerSense© website (including without limitation in connection with your use or receipt of any third party applications or third party content), or unauthorised interception of any such information by third parties, even if SheerSense© or such party has been advised of the possibility of such damages or losses.

SheerSense© is not responsible for any unauthorised access to or alteration of your submissions, transmissions or data or for any material or data sent or received or not sent or received.

SheerSense© is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party (including without limitation any SheerSense© Distributor), or any infringement by a third party of another's intellectual property, privacy or other rights.

In no event shall SheerSense©'s total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) arising from or related to this agreement, the SheerSense© website, or your use of or inability to use the SheerSense© website exceed the amount paid by you, if any, for using or accessing the SheerSense© website.

Applicable law may not allow for exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above exclusions or limitations may not apply to you, and you may have additional rights.

For example, in some jurisdictions, a website operator may not exclude or limit liability for personal injury or death directly resulting from the use of such operator's website or such operator's negligence.

#### 16. Indemnification.

Except to the extent prohibited under applicable law, you will defend, indemnify and hold harmless SheerSense©, the Affiliates, and its and their respective directors, officers, employees, agents, representatives, licensors or providers from and against any and all allegations, claims, actions, demands, causes of action and other proceedings ("Claims") arising from or related to any of the following:

(a) your use of, inability to use, or activities in connection with the SheerSense© website;

(b) any violation of this Agreement or any other SheerSense© terms, conditions or policies by you;

(c) any Transaction;

(d) any Submission or other materials that you make available through the SheerSense© website (including without limitation any Claim that such Submission or other materials or the use thereof caused damage to, or infringed or otherwise violated the intellectual property, privacy, or other rights of, any third party); or

(e) your violation of any rights of any SheerSense© website visitor, user, or customer, or any other third party; and you agree to reimburse SheerSense©, the Affiliates and its and their respective directors, officers, employees, agents, representatives, licensors or providers on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any such Claim(s).

#### 17. Termination and Enforcement.

This Agreement is effective until terminated.

You agree that SheerSense©, at its sole discretion, may suspend, restrict or terminate your access to or use of the SheerSense© website, at any time and for any reason, including without limitation if SheerSense© believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including without limitation your failure to comply with the rules of conduct set forth in Section 4 above), subject to any restrictions placed on SheerSense©'s exercise of such rights under applicable law.

Upon any such termination, your right to use the SheerSense© website will immediately cease.

You agree that any suspension, restriction or termination of your access to or use of the SheerSense© website may be effected without prior notice and that SheerSense© may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files.

You agree that SheerSense© shall not be liable to you or any third party for any suspension, restriction or termination of your access to the SheerSense© website or to any such information or files, and shall not be required to make such information or files available to you after any such termination, suspension or restriction.

SheerSense© reserves the right to take steps that SheerSense© believes are necessary or appropriate to enforce and/or verify compliance with this Agreement (including without limitation in connection with any legal process relating to your use of the SheerSense© website and/or a third party claim that your use of the SheerSense© website is unlawful or violates such third party's rights).

Sections 1, 5-8 and 11-20 of this Agreement shall survive any expiration or termination of this Agreement.

#### 18. Claims of Copyright Infringement.

If you believe, in good faith, that materials available on the SheerSense© website infringe your copyright, you (or your agent) may send SheerSense© a notice requesting that SheerSense© remove the materials or disable access to them.

If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, you can send SheerSense© a counter-notice. Notices and counter-notices must meet the then-current statutory requirements.

We suggest that you consult your legal advisor before filing a notice or counter-notice.

19. Governing Law. This Agreement shall be governed by the laws of England and Wales without regard to its conflicts of laws principles.

You agree that any dispute or claim arising out of or relating to this Agreement shall be resolved only in the courts located in England and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such dispute or claim.

20. Miscellaneous.

If any provision of this Agreement shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and SheerSense©.

You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent.

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

This Agreement, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and SheerSense© relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and SheerSense© relating to such subject matter.

Notices to you may be made by posting a notice (or a link to a notice) to the SheerSense© website, by email, or by regular mail, at SheerSense©'s discretion.

Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Except as expressly set forth in the following sentence, nothing in this Agreement, express or implied, is intended to or shall confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Notwithstanding the previous sentence, you agree that WordPress is a third party beneficiary under this Agreement with the right to enforce solely those specific terms and conditions of this Agreement that expressly restrict you from

(a) uploading prohibited content or materials to the SheerSense© website or

(b) using the SheerSense© website for prohibited purposes; otherwise, and solely to the extent that the laws of England govern, a person who is not party to this Agreement may not enforce any of this Agreement's provisions.

This Agreement dated 11 November 2019

Administration office:  
SheerSense Limited  
Devlex House  
Silverhills Road  
Newton Abbot  
TQ12 5ND  
Registered number: 07487540