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9.3. Return Policy: ASK FOR A COPY OF THE WRITTEN RETURN POLICY BEFORE YOU COMPLETE THE PURCHASE OR LEASE OF A PRODUCT. IT IS YOUR RESPONSIBILITY TO VERIFY AND UNDERSTAND THE TERMS OF THE RETURN POLICY BEING OFFERED FOR THE PRODUCT YOU ARE CONSIDERING BEFORE YOU COMPLETE THE PURCHASE OR LEASE.

- 9.4. Product Availability and Prices:** Company DOES NOT GUARANTEE PRODUCT PRICES OR AVAILABILITY. All transactions are conducted by Advertisers. All Product descriptions and prices provided to You on the Site, or via separate contract following Your submission of a purchase request or inquiry to the Advertiser, are made by the participating Advertiser possessing the described Product and not Company. ALL PRODUCTS ARE SUBJECT TO PRIOR SALE AND MAY NOT BE AVAILABLE WHEN YOUR REQUEST OR INQUIRY IS PROCESSED OR RECEIVED BY AN ADVERTISER. ALL PRICES AND TERMS ARE VALID ON DATE OF PUBLICATION ONLY.
- 9.5. Deposits:** IT IS YOUR RESPONSIBILITY TO KNOW THE AMOUNT AND NATURE OF ANY DEPOSIT YOU ARE BEING ASKED TO MAKE OR FEES BEING CHARGED TO YOU AS PART OF YOUR PRODUCT PURCHASE OR LEASE. Absent a specific agreement between You and the Advertiser, the Advertiser is not required to hold any Product off the market and is free to sell any Product at any time before You have executed the contract to purchase such Product. The act of submitting a purchase request through the Site does not place a hold on any specific Product in an Advertiser's inventory. A monetary deposit made by You to the Advertiser is not a guarantee that a specific Product will be available for You to purchase unless You and the Advertiser specifically agree to such term. It is Your responsibility to confirm with the Advertiser that the Product will be held off the market until You can complete the purchase. Whether Your deposit is refundable or not is subject to Your contractual agreement with the Advertiser and/or state law. You should not assume a deposit made by You towards the purchase or lease of a Product is fully refundable.
- 10. APPLICABLE LAW:** Company makes no representation that Materials in this Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of United States export laws or regulations. This Agreement shall be governed and construed exclusively under the laws of California, without regard to principles of conflicts of laws. For purposes of any action or proceeding brought by either party arising out of or related to this Agreement, You hereby irrevocably consent to the sole and exclusive jurisdiction of the state and federal courts located in Los Angeles County, California and the Central District Court of California, respectively.
- 11. ENTIRE AGREEMENT:** This Agreement, including the Privacy Policy and Guidelines incorporated herein by this reference, contain the entire agreement between You and Company relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. This Agreement may not be amended or supplemented by (1) any purchase order or similar form originated by You relating to the subject matter hereof, or (2) statements of any of Company's employees. Company reserves the right to make changes to this Agreement at any time without advance notice. Company agrees to post all amended forms of this Agreement on the Site and such amended forms shall be effective immediately upon its posting. It is at all times Your responsibility to read the

most current form of this Agreement before using the Site to ensure that You agree to the terms and conditions of any amendments made to this Agreement. You agree that these standards for notice of amendments to this Agreement are reasonable.

12. **TERMINATION:** Your right to access and use the Site immediately terminates without further notice upon Your breach of this Agreement. Company may terminate this Agreement and/or Your right to use the Site at any time, with or without cause. Sections 4, 5, 6, 9, 10, 11, 12, 13, 14, and 16 of this Agreement survive the expiration or termination of this Agreement for any reason whatsoever. Company reserves the right to discontinue or make changes to the Site at any time.
13. **ASSIGNMENT:** Company may assign this Agreement, in whole or in part, in its sole discretion. You may not assign Your rights under this Agreement without Company's prior written permission. Any attempt by You to assign Your rights under this Agreement without Company's permission shall be void.
14. **WAIVER OF BREACH:** Any failure to enforce any term or provision of this Agreement shall not be deemed a waiver of that or any other breach of that or any other term or provision of this Agreement. In addition, any failure to enforce any term or provision of this Agreement shall not constitute a waiver of a future breach of that or any other term or provision of this Agreement.
15. **FORCE MAJEURE:** Company shall not be liable for any failure or unavailability of the Site and/or services or failure by Company to perform a transaction as a result of strikes, lockouts, calamities, acts of God, unavailability of suppliers, the loss or destruction of data, the determination or corruption of storage media, power failures, natural phenomena, riots, acts of vandalism, acts or omissions of civil or military authority, war, terrorism or any other event beyond Company's control.
16. **CLAIMS OF COPYRIGHT INFRINGEMENT:** We have adopted and implemented a policy that provides for the termination, in appropriate circumstances as determined by us in our sole discretion, of users who are infringers of copyright. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent:

Internet Brands, Inc.
909 N. Sepulveda Blvd.
11th Floor
El Segundo, CA 90245
ATTN: Jenna Sleafte

Telephone: (800)692-2200
Facsimile: (310) 280-4335
Email: legal@internetbrands.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Company may give you notice that Company has removed or disabled access to certain Material by means of a general notice on the Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the Material that has been removed or to which access has been disabled, and the location at which the Material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the Material was removed or disabled as a result of a mistake or misidentification of the Material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Company may be found, and that you will accept service of process from the person who provided notification of allegedly infringing Material or an agent of such person.

17. **NOTICE:** Company may deliver notice to You under this Agreement by means of electronic mail, a general notice on Company's personal message, or by written communication delivered by first class U.S. mail to Your address on record in Company's account information. You may give notice to Company at any time via a writing delivered by first class postage prepaid U. S. mail or overnight courier to the following

address: Internet Brands, Inc., 909 N. Sepulveda Blvd., 11th Floor, El Segundo, CA 90245, Attn: Legal Department, Fax: (310)280-4335, Email: legal@internetbrands.com.

- 18. HEADINGS:** The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 19. INVALIDITY:** If any provision of this Agreement shall be held, be deemed or shall in fact be, invalid, inoperative or unenforceable as applied to any particular case or circumstance because of the conflicts of any provision with any law, regulation, ordinance or for any other reason, the provision or provisions in question shall not be invalid, inoperative or unenforceable in any other case or circumstance, nor shall any other provision or provisions herein contained thereby be or become invalid, inoperative or unenforceable and such provision shall be reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such circumstances.

Updated: October 15, 2013