

THINKABLE LLC
Terms of Use and
Privacy Policy

Effective Date: March 6 2020

By using the Thinkable, LLC ("**Thinkable**") website (the "**Site**") you agree to be bound by the following terms and conditions and Privacy Policy (the "**Agreement**"). If you do not agree to any of the following provisions, you must not use the Site or purchase Thinkable products, materials, and services.

TERMS OF USE

1. REPRESENTATIONS:

By using the Site, you represent that you are at least 18 years old and are able to enter into legally binding agreements under applicable law. Furthermore, you represent the computer software and equipment you are using to access the Site is sufficient to use the Site and complete any download required to access and use products and materials offered for sale on the Site.

2. OWNERSHIP and RESTRICTIONS:

All title, ownership rights, and intellectual property rights in and to all products and materials accessible on the Site, and all copies thereof, are owned by THINKABLE. The products and materials are governed by copyright laws and will be protected against any violation or misuse thereof to the fullest extent permitted by law. Purchase of any product or material listed for sale on the Site is for a license to use the product or material only, which THINKABLE reserves the right to revoke at any time. You may not, in whole or in part, copy, photocopy, reproduce, publish, sell, distribute, translate, modify, or create a derivative work based on any product accessible on the Site.

3. BILLING AND PAYMENT:

All charges incurred on the Site must be paid in full in advance and are not refundable in whole or in part, regardless of the payment method, unless otherwise stated.

When you provide payment information to THINKABLE or one of its payment processors, you represent that you are the authorized user of the account associated with that payment and that you authorize THINKABLE to charge such account or to process your payment with the third-party payment processor. THINKABLE may require you to provide your billing information, mailing address, and/or other information in order to complete the transaction.

If your purchase results in taxes being owed, you further authorize THINKABLE to charge you for any such taxes in addition to all other amounts due.

4. THIRD PARTY SITES:

THINKABLE may provide links to third party sites. THINKABLE is not responsible for the content on those sites and THINKABLE makes no representations or warranties, express or implied, regarding any content contained on those sites. Some of those sites may charge fees; you are solely responsible for any charges you incur associated with a third-party site.

5. DISCLAIMER:

ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THINKABLE EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, RELATED TO ANY PRODUCT OR SERVICE ACCESSIBLE ON OR THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

6. YOUR ACCOUNT:

In the course of using the Site, it may be necessary for you to establish an account with THINKABLE. Should you choose to create an account, all information you provide must be complete and accurate. Furthermore, you will be solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through your account. In the event you experience a security breach to your account, you agree to notify THINKABLE immediately. In addition, you agree to allow THINKABLE to store and use any information you provide.

7. LIMITATION OF LIABILITY:

THINKABLE, its affiliates, partners and service providers, shall not be liable in any way for loss or damage of any kind resulting from the use or inability to use the Site, products and materials offered on the site, your account, including but not limited to loss of goodwill, computer failure or malfunction, work stoppage or any and all other damages or losses. Furthermore, Thinkable, its affiliates, partners and service providers, shall not be liable in any way for a security breach to your account or unauthorized use of your account. Your exclusive remedy for any liability attributed to THINKABLE for damages arising out of the use of the Site or the purchase of a product or material through the Site is expressly limited to either a refund of the price paid or a replacement OF the product, as determined by THINKABLE. In no event will THINKABLE be liable for any indirect, incidental, consequential, special, punitive, exemplary damages, or any other damages arising out of or in any way connection with the site and any information, product and/or material available in connection therewith, whether provided by you or THINKABLE.

8. NO GUARANTEES:

THINKABLE DOES NOT GUARANTEE CONTINUOUS, ERROR-FREE, VIRUS-FREE, OR SECURE OPERATION AND ACCESS TO THE SITE, YOUR ACCOUNT, DOWNLOADS

AND/OR ANY INFORMATION IN CONNECTED THEREWITH. FURTHERMORE, WHILE THINKABLE STRIVES TO PROVIDE THE BEST PRODUCTS AND MATERIALS POSSIBLE, IT DOES NOT GUARANTEE THE PRODUCTS ARE FREE FROM ERROR OR DEFECT OR ARE EXHAUSTIVE IN THE INFORMATION PROVIDED. ALL PRODUCTS WERE CREATED WITH INFORMATION AVAILABLE TO THINKABLE AT A PARTICULAR POINT IN TIME AND MAY NOT REFLECT CHANGES THAT HAVE OCCURRED SINCE THAT TIME.

9. INDEMNIFICATION:

You agree to defend, indemnify and hold harmless THINKABLE and its affiliates from all liability, claims, and expenses, including attorneys' fees, which arise from or in connection with a breach of this Agreement or the use of the Site, your account, or THINKABLE products or materials, by you or any person using your account.

10. AMENDMENTS:

THINKABLE may amend this Agreement its sole discretion at any time. If THINKABLE amends the Agreement, the amendment will take effect thirty (30) days after such amendment is posted on the Site. If you continue to use the Site or otherwise fail to terminate your account after the thirty (30) day period has expired, it will constitute your acceptance of such amendment.

11. TERM AND TERMINATION:

This Agreement becomes effective on the date you first use the Site and will continue until terminated in accordance with this Agreement. You may terminate this Agreement at any time by requesting that your account be cancelled and ceasing use of the Site, products and materials. However, the provisions regarding Limitation of Liability, Indemnification and Applicable Law will survive such termination. THINKABLE reserves the right to cancel your account at any time, for any reason, and without prior notice to you.

12. APPLICABLE LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. Furthermore, you agree that the City of Chesapeake, Virginia shall be the exclusive venue for any action commenced arising out of or connected with this Agreement and your use of the Site and Thinkable products or materials. YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.

13. MISCELLANEOUS:

If any provision of this Agreement or part thereof is held by a court of competent jurisdiction to be unenforceable, the remainder of such provision and all other provisions shall remain in full force and effect. This Agreement constitutes the

entire agreement between the parties and supersedes all prior oral or written agreements in respect to the subject matter hereof.