

WELL & READY WEBSITE

TERMS OF USE

Welcome to the Well & Ready Web site (the "*Site*"). These Terms of Use govern your use of the Site and its contents. The terms "*Well & Ready*," "*we*," "*us*" and "*our*" refer to Well & Ready LLC.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE, THE WELL & READY PRIVACY STATEMENT, AND THE WELL & READY COMMUNITY GUIDELINES AND YOU AGREE TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

1. Registration

You must register on this Site in order to use certain of the Site functions, such as our blogs. If you just want to browse this Site, registration is optional.

During registration, you will be required to provide contact information, consisting of an email address, username and password. You can select any username as you like, except that your username cannot be an impersonation of another person, a term that is the same or confusingly similar to a famous trademark, or a term that is offensive in any way. You may, but are not obligated to, use your own name. If you do use your own name, you consent to it being passed to others by use of certain of the functions of Well & Ready and the Site such as our blogs. Well & Ready reserves the right to reject or remove any username.

For certain of our functions, such as the purchase of products and services, you are required to provide your name, address and billing and credit card information. You are required to provide accurate and complete information.

2. Age of Users

Children under the age of 13 may not use this Service and parents or legal guardians may not agree to these Terms of Use on their behalf. If we become aware that a child under 13 has provided or attempted to provide us with personal information, we will use our best efforts to remove the information permanently from our files.

If you are under the age of 18 but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

3. Non-Commercial Use

This Site and its contents are for your own personal non-commercial use only.

4. Additional Terms and Conditions; EULAs

When you register for or purchase the Site's services, you will be required to agree to one or more End-User License Agreements (or "EULAs") which may include additional terms. You will be bound by any EULA that you agree to.

5. Well & Ready Privacy Statement

Your use of this Site signifies your continuing consent to the Well & Ready Privacy Statement, which you can examine any time by clicking on the "Privacy" link on the Site.

Personal information that you supply to Well & Ready, and any information about your use of Well & Ready that we obtain will be subject to the Well & Ready Privacy Statement on this Site.

6. Changes to Well & Ready

We may discontinue or change any Well & Ready content, service, function or feature at any time with or without notice.

7. Proper Use of This Site

When you use our blogs or other social and communications functions, you agree at all times to comply with the Well & Ready Community Guidelines, which you may access with the Community Guidelines link on the Site. You may use Well & Ready for lawful purposes only and may use the Site only in ways consistent with the law.

You may not use any program, spider or "bot" to gather or "harvest" information from this Site.

8. Proprietary Rights

Well & Ready and its suppliers reserve all rights under intellectual property law in Well & Ready and in any content that is on the Site.

Except as Well & Ready may expressly state in writing, you may not reproduce, reprint, publish, or otherwise exploit content or technology from Well & Ready or its suppliers on the Site without our express prior written consent.

9. Changes to the Terms of Use

We may change the Terms of Use at any time. You can review the most current version of the Terms of Use by clicking on the Site's "Terms of Use" link. If you continue to use this Site after we make changes to the Terms of Use, you are signifying your acceptance of the new terms. You are responsible for checking these terms periodically for any changes.

10. Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information concerning Well & Ready or this Site electronically, including notice to any email address that you may provide.

11. Content That You Supply

Well & Ready may allow you to supply content for the Site or its functions that can be accessed and viewed by others. You agree not to post any content that violates these terms, any applicable EULA or the Community Guidelines. Content that violates applicable rules may be removed.

If you post any content on any blog or other public area of the Site, you grant us and our affiliate companies the perpetual sublicensable right and license to use, copy, display, perform, distribute, modify, adapt, abridge, exploit, and promote this content in any way and in any commercial or non-commercial medium or form without charge.

12. No Duty to Monitor

You agree that we are not liable for content that is provided by others. We have no duty to screen content that you may supply or post, but we have the right to refuse to post or to edit submitted content. We reserve the right to remove any content for any reason at any time.

13. Third Party Sites and Advertisers

Well & Ready may include on its Site links to third party web sites. The inclusion of a third party link, or any reference to any third party service or product, does not necessarily constitute or imply our endorsement or recommendation of that third party. You agree that we are not responsible or liable for any content or other materials on third party sites. You also agree that we are not responsible for content or claims supplied by our advertisers. We are also not responsible for any transactions or dealings between you and any third party or any advertiser. You agree that Well & Ready is not responsible for any claim or loss due to a third party site or any advertiser.

14. Disclaimer of Warranties

We provide this Site and its contents "AS IS." We and our suppliers make no express warranties or guarantees about this Site. TO THE EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM IMPLIED WARRANTIES INCLUDING ANY WARRANTY THAT THE SITE IS OR WILL BE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION. Because some states do not permit disclaimer of implied warranties, you may have additional consumer rights under your local laws.

15. Limitation of Liability

You may not assert claims for money damages arising from this Site or its contents. We and our suppliers shall not be liable for any indirect, special, incidental, consequential or exemplary damages, even if we knew or should have known of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability, and the liability of our company and suppliers, shall be limited to the extent permitted by law.

16. Indemnification

You agree to defend, indemnify, and hold harmless us and our parent and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

17. Void Where Prohibited

Although the information on this Site is accessible worldwide, not all services or products discussed in this Site are available to all persons or in all geographic locations or jurisdictions. Well & Ready reserves the right to limit the provision of its services and products to any person, geographic area, or jurisdiction it so desires. Any offer for any product or service made in the materials on this Site is void where prohibited. If you choose to access this Site, you do so on your own initiative and you are responsible for compliance with local laws.

18. Choice of Law and Location for Resolving Disputes

You agree that the laws of the Commonwealth of Massachusetts USA and US federal law govern these terms of use, its subject matter, your use of the Site, and any claim or dispute that you may have against us, without regard to its conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

19. Binding Arbitration

You agree that any disputes or claims that you may have against us will be (except as stated below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA web site www.adr.org. The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation

shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Well & Ready will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and will provide a statement of reasons if requested by a party. Except as otherwise provided in this Agreement, you and Well & Ready may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. **YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE THE RIGHT TO A JURY TRIAL.**

20. Severability and Integration

This contract and any supplemental terms, policies, rules and guidelines posted on this Site constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

21. Termination

We reserve the right to terminate your use of this Site if you violate the Terms of Use or any rules or guidelines posted on the Site or for any other reason in our discretion.

22. Claims of Copyright Infringement

If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please email us at info@wellandready.com to report possible copyright infringement. See the Copyright link on our home page.

Revision Date: 1/2019

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