

# TERMS AND CONDITIOINS

## AGREEMENT (Agreement)

We provide services and products through our websites, mobile websites, mobile services, emails, or by other interactions and offline communications. These highlights are to help you understand the terms which apply to your use or purchase of our services or our products. Please also read our Privacy Policy for details about how we use information we collect from you when you use of our services.

### *Acceptance Of These Terms*

Each time you access and/or use the Sites or our Services, you agree to be bound by these Terms and any additional terms that will apply to you, prospectively.

Any disputes under these Terms will be resolved on an individual basis through binding arbitration, with no class relief.

### *Payments and Auto Shipments*

You agree that we can use your billing information for as long as you have an open order with us and for the time and reasons outlined in these Terms and in accordance with our Privacy Policy.

### *Data Collection Policy.*

All data generated by or collected from us or our users while visiting our Sites or accessing our Services is our property. Any third party collecting or attempting to collect data from us or our users may only do so with our prior express written permission.

### *Privacy*

Please see how we collect, use and share your information as outlined in our Privacy Policy.

### *Disclaimer of Warranties*

We disclaim warranties and provide the Sites "As is."

### *Limitation of Liability*

Our liability is limited.

### *Contact*

Questions about our Terms of Service may be sent to [support@RHMUD.com](mailto:support@RHMUD.com) or as otherwise set forth in the these Terms

# RH MUD TERMS OF SERVICE

*Effective Date: January 01, 2010*

**PLEASE READ THE FOLLOWING TERMS OF SERVICE RELATING TO YOUR USE OF OUR WESITES, MOBILE WEBSITES (COLLECTIVELY, THE SITES"), MOBILE SERVICES, EMAILS, OR OTHER INTERACTIONS AND OFFLINE COMMUNICATIONS ("SERVICES") WHICH ARE OWNED AND OPERATED BY Junoon, Inc. ("RH MUD", "US", "OUR", "WE"). THESE TERMS OF SERVICE GOVERN YOUR USE OF THE SERVICES AND ALL OFFERS, PRODUCTS AND PURCHASES MADE THROUGH THE SERVICES. THE SITES AND SERVICES ARE COLLECTIVELY REFERRED TO HEREIN AS THE "SERVICES."**

## **1. ACCEPTANCE OF TERMS OF SERVICE**

***Binding Terms.*** This Agreement is an electronic agreement that sets out the legally binding terms ("Terms") of your use of the Services including, without limitation our auto ship services. This Agreement includes our policies and notices about use of its Services. Our privacy policy found at RHMUD.com, are incorporated into these Terms. Each time you use the Services, you signify that you agree to be bound by these Terms and our Privacy Policy. If you do

not agree to these Terms or our Privacy Policy, you must discontinue using the Services. By purchasing our products and otherwise using the Services, you acknowledge that you have the right, authority and capacity to enter into this Agreement and to abide by its Terms.

**Updates to Terms.** We reserve the right to update or change these Terms at any time by posting the most current version of the Terms on the Sites. We will provide notice of changes to the Terms by posting the new Terms on the Sites with a new Effective Date shown. All such changes in the Terms shall be effective from the Effective Date set when it is posted on the Sites. Your continued use of the Services after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Services.

**Electronic Form.** By accessing the Services you consent to have this Agreement provided to you in electronic form.

**Non-electronic Copy.** You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please [contact us](#).

**Purchasing Products and Services.** By accepting a risk-free trial or making a purchase you agree to provide (i) true, accurate, current and complete information as prompted by the registration form, and (ii) maintain and properly update your account information to keep it true, accurate, current and complete.

## **2. CHARGES ON YOUR BILLING ACCOUNT**

**Billing Account.** If you purchase a risk-free trial, we will bill you for your online account using the billing information you provide (your "Billing Account") for use of the Services and unless a postage paid return label is included with your shipment you agree to be responsible for return shipping of any products received should you wish to cancel during your trial period. You agree to pay us all charges at the prices then in effect for your use of the Services using your Billing Account, and any applicable taxes, and you authorize us to charge your chosen payment provider (your "Payment Method") for the Services. You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third party sources.

**Recurring Billing.** Access to a Service may consist of an initial period, where you can try a product risk-free, followed by recurring periodic charges as agreed to by you. By accepting an offer and entering into this Agreement, you acknowledge that your risk-free trial has an initial shipping and processing fee and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. To change or cancel your Service at any time, call our customer service representatives by phone at the number below in [Contact Us](#). Your products will be automatically shipped per the offer you originally accepted but you can change a shipment or product at any time by calling us. Your non-termination or continued use of our auto ship Service reaffirms that we are authorized to charge your Payment Method. We may submit those charges for payment and you will be responsible for such charges. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU AFFIRMATIVELY CANCEL YOUR SERVICE OR NOTIFY US THAT YOU WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD.

**Current Information Required.** YOU MUST PROMPTLY NOTIFY US IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT). IF YOU FAIL TO PROVIDE US WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS WE HAVE EVIDENCE THAT YOU HAVE TERMINATED YOUR USE OF THE SERVICE.

**Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If we do not receive payment from your Payment Method Provider, you agree to pay all amounts, which may include lesser amounts which we will charge to your Account up to what is due on your Billing Account upon demand.

**Change in Amount Authorized.** If the amount to be charged to your Billing Account varies from the current rate set forth in your initial offer due to an increase in our current rates (other than due to the imposition or change in the amount of state sales taxes), we shall provide notice of the amount to be charged and the date of the charge at least 10 days

before the scheduled date of the transaction. Any agreement you have with your Payment Method Provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

**Free Trials and Other Promotions.** Any free trial or other promotion that provides introductory free or risk-free access to any Service must be used within the specified time of the trial as provided in the offer you accept. You must cancel your account or before the end of the trial period in order to avoid being charged.

**For Billing-Related Inquires.** For assistance with billing-related issues please call us at the number in the section Contact Us below.

### **3. USE AND ACCESSING THE SERVICES**

**Personal Use.** The products and Services offered are intended for your personal, noncommercial use in accordance with these Terms. You agree that you will not (i) copy, display or distribute any part of the Services without our prior written consent, or alter or modify any part of the Services other than as may be reasonably necessary to use the Services for their intended purpose. You will take no action to interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment. You will not distribute or transmit any content or software or other computer files that contain a computer virus or other harmful component.

**Data Collection Policy.** All data generated by or collected from us or our users while visiting our Sites or accessing our Services is our property. Any third party collecting or attempting to collect data from us or our users (a "Data Collector") is hereby notified that it is subject to the following Data Policy. No party unaffiliated with us may collect or use, or direct, authorize or assist other persons or entities to collect or use, any data from a user, or a computer or device operated by a user, while accessing our Services without our prior express written permission. For example, no data may be collected, used or transferred for purposes of retargeting, behavioral remarketing, or targeting any advertisements, segment categorization or any form of syndication which is related to our Services, the content, or our users without our prior express written permission of in each instance. The data covered by this policy includes, but is not limited to, data collected via any advertising unit, widget, pixel tag, cookie, script or other data collection process.

### **4. USER SUBMISSIONS**

**Communication Services.** The Services may contain public forums designed to enable you to communicate with others (the "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service ("User Content"). We have no obligation to monitor the User Content. However, we reserve the right to review materials posted to the Communication Services and to remove any User Content at any time, without notice, for any reason and in its sole discretion. We reserve the right to terminate or suspend your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. You acknowledge that chats, postings, and other communications by users are not controlled or endorsed by us, and such communications shall not be considered reviewed, screened or approved by us. User Content, including statements made in public forums reflect only the views of their authors. We specifically disclaim any liability with regard to the User Content and any actions resulting from your participation in any Communication Services. Managers and hosts of Communications Services are not our authorized spokespersons, and their views do not necessarily reflect our views. Our representatives may monitor your User Content on the Services, but we cannot monitor all of the User Content on the Services, and we do not attempt to do so. If you encounter something you find objectionable and in violation of these Terms, you can report it to [support@RHMUD.com](mailto:support@RHMUD.com).

By using the Communication Services and submitting User Content to the Services, you grant to us, and to our successors in business and assigns, a perpetual, worldwide, royalty-free, and non-exclusive license to reproduce, distribute, modify, edit, display, adapt, create derivative works from and market and promote the User Content, for any commercial purposes, and in any medium now existing or hereinafter developed, and to use your name, likeness, voice, performance, and any personal information you submit with or contained within the User Content, without your prior approval or the payment of any compensation and without notice. You also grant each user of the Services a non-exclusive license to access your User Content as permitted through the functionality of the Services and under

these Terms. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in the User Content you submit.

You acknowledge and agree that your communications with other users via the Communications Services are public and not private communications, and that you have no expectation of privacy concerning your use of these Communications Services or your User Content. You acknowledge that personal information that you communicate on the Communications Services may be seen and used by others and result in unsolicited communications; therefore, we strongly encourage you not to disclose any personal information about yourself in your public communications on our Services. We are not responsible for information that you choose to communicate to other users via the Communications Services, or for the actions of other users. All User Content must comply with User Posting Requirements.

***User Posting Requirements.*** You agree that you may not access or use the Services and/or related Communication Services, in order to:

- Use such Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, transmit, distribute or disseminate content that is harmful, abusive, vulgar, sexually explicit, defamatory, libelous, obscene, infringing, embarrassing, unwanted, invasive of another's right of privacy or publicity, hateful or racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable.
- Use, upload, transmit, distribute or otherwise make available any material or information, including images or photographs which contain any materials that could infringe any copyright, trademark, publicity or privacy right or any other intellectual property right of any person or entity unless you have first received permission from the owner of those rights to use the materials in this manner.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Services or other users' computers.
- Except as expressly authorized by us, advertise or offer to sell or buy any goods or services for any purpose, unless the Services specifically allow such messages.
- Falsify, delete or disable any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Services. For example, disrupting the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly, inputting excessively large images so the screen goes by too fast to read, use of excessive SHOUTING (all caps) in an attempt to disturb other users, "spamming," or flooding (continuous posting repetitive text), are prohibited.
- Encourage behavior that does not support a safe and comfortable environment for all users, including but not limited to posting or transmitting any materials that are threatening, harmful, harassing, abusive, vulgar, hateful, defamatory, sexually explicit, inflammatory, profane, racially or ethnically objectionable, religious or political, or any materials that encourage inappropriate or unlawful conduct.
- Collect in any way personal information about others, including e-mail addresses, or use such information to send unsolicited emails.
- Violate any applicable laws or regulations, or promote or encourage any illegal activity including, without limitation, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services.
- Impersonate or create a false identity (such as a celebrity or our representative) for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such Services or other user or usage information or any portion thereof.
- Attempt to get a password, other account information, or other private information from a member or any other user of the Services.

- Improperly use support or complaint buttons or make false reports to our administrators.
- Use, develop or distribute "auto" software programs, "macro" software programs or other "cheat utility" software program or service.
- Use a bulletin board or other Communications Service in any manner other than for personal communication as an individual user (i.e. not as a corporation or other entity).
- Use the Services to resell or make any commercial use of the Services or otherwise commercially exploit the same, without our prior express written consent.
- Use the Services for fraudulent transactions.
- Sell, buy, or transfer access to your account.
- Exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage.

## **5. PROPRIETARY RIGHTS**

**Ownership.** The Services and all material published on the Services, including, but not limited to text, photographs, video, graphics, music, images, animations, audio, "applets" (incorporated into the software data), sounds, messages, comments, ratings, and other materials on the Services are owned by us or our licensors and are protected by copyright, patents, trademarks, trade secrets and/or other proprietary rights, including under the United States copyright laws. We own a copyright in the selection, coordination, arrangement and enhancement of such content and a copyright in the Services. Our products' names and its logos are trademarks of Junoon, Inc. and are protected by state and federal laws. All other trademarks appearing on the Services ("Marks") are trademarks of their respective owners. Users are prohibited from using any Marks without our written permission or such third party that may own the Marks. You may not copy, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, any of the content, in whole or in part, without our prior written consent. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. You may download content for your personal, non-commercial use only as provided in these Terms, provided that you keep intact all copyright and other proprietary notices. Copying or storing of content other than for personal use is expressly prohibited without prior permission from us or the copyright holder identified in the copyright notice contained in the content.

**No License Granted.** Except for allowing you to use the Services for your personal use as set forth in the paragraph above, when you use the Services, you are not receiving a license or any other rights from us, including intellectual property or other proprietary rights of ours. You understand that you have no rights to the Services or any other property except as we indicate in these Terms.

## **6. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE**

We have registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. We reserve the right to remove any User Content on the Services which allegedly infringes another person's copyright. We are under no obligation to, and do not, scan content posted for any violations of third party rights, however, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Services. If you believe any materials on the Services or the Services itself infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- 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;
- 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;

- 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
- 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.

All DMCA notices should be sent to our designated agent as follows:

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RH MUD.com  
P.O. Box 1989  
Stockton, CA 95209  
ATTN: Legal Department

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## 7. GENERAL

*Age Requirements.* You must be at least 18 years old or the age of majority in your state of residence, whichever is older, to purchase products or use the Services.

*No Third Party Beneficiaries.* You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

*U.S. Export Controls.* Software from the Sites (the "Software") is further subject to United States export controls. No Software may be downloaded from the Sites or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

*Communications From Us.* By registering for our Services, you will receive online communications from us and our affiliated companies. You may also receive electronic communications from us by just providing your email address and not registering. In either case, to unsubscribe from our email list, simply click on the "Unsubscribe" link at the bottom of the email and your name will be removed from that mailing list. To see how we use your personal information go to our [privacy policy](#).

*Link And Other Third Party Activities.* You may be able to access other websites or resources through links on the Services. Because we have no control over such sites and resources, you acknowledge and agree we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials available from such sites or resources nor do we endorse any such sites or the products or services assessable on such sites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

*Access to Services.* We reserve the right to change, discontinue or suspend its Services at any time for any reason. We shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. Any decision we make relating to termination or suspension of any person's account shall be final and binding. You agree that we may terminate, modify, discontinue or abandon the Services with or without notice to you and that we will not be liable to you or any third party as a result of such termination, modification, discontinuance or abandonment. If this Agreement is terminated for any reason, the provisions within sections titled PROPRIETARY RIGHTS, and LEGAL NOTICES shall survive any such termination.

*Privacy.* The Services are governed by the terms and conditions set out in our [privacy policy](#) which is incorporated herein by reference.

## 8. LEGAL NOTICES

*Disclaimer of Warranties.* YOU UNDERSTAND THAT YOUR USE OF THE SERVICES (INCLUDING ANY DOWNLOADS OR ANY LOSS OF DATA OR OTHER DAMAGE TO YOUR COMPUTER SYSTEM YOU

EXPERIENCE FROM USING SERVICES) IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. IN ADDITION TO THE PRECEDING PARAGRAPH AND OTHER PROVISIONS OF THIS AGREEMENT, ANY ADVICE THAT MAY BE POSTED ON THE SERVICES ARE FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY AND IS NOT INTENDED TO REPLACE OR SUBSTITUTE FOR ANY PROFESSIONAL FINANCIAL, MEDICAL, LEGAL, OR OTHER ADVICE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY CONCERNING ANY TREATMENT, ACTION BY, OR EFFECT ON ANY PERSON FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE SERVICES. IF YOU HAVE SPECIFIC CONCERNS OR A SITUATION ARISES IN WHICH YOU REQUIRE PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND THAT WE DO NOT WARRANT THAT THE RESULTS OBTAINED FROM YOUR USE OF THE SERVICES WILL MEET YOUR EXPECTATIONS. NO WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, CAN MODIFY THE TERMS OF THE DISCLAIMER SET FORTH IN THIS DOCUMENT. YOUR USE AND BROWSING OF THE SERVICES IS AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES.

ALL CONTENT, PRODUCTS AND THIRD PARTY SERVICES ON THE SERVICES, OR OBTAINED FROM A WEBSITE TO WHICH THE SERVICES ARE LINKED ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. WE DO NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE MERCHANTABILITY OF ANY PRODUCT OR SERVICE ACCESSED FROM THE SERVICES OR A LINKED SITE. OTHER THAN AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES OR A LINKED SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM THE SERVICES OR A LINKED SITE. THIS PROVISION DOES NOT APPLY WITH RESPECT TO TRANSACTIONS WITH NEW JERSEY RESIDENTS.

***Liability Limitation.*** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR PARENT COMPANY, SUBSIDIARIES OR AFFILIATES BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. OUR LICENSORS AND CONTRACTORS ARE INTENDED THIRD-PARTY

BENEFICIARIES OF THESE DISCLAIMERS. IF ANY PART OF THESE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED \$50. THIS PROVISION DOES NOT APPLY WITH RESPECT TO TRANSACTIONS WITH NEW JERSEY RESIDENTS.

**Indemnity/Release.** You understand that you are personally responsible for your behavior while on the Sites or using the Services and agree to indemnify and hold us and our parent company, subsidiaries, affiliates, business partners, and their respective officers, directors, employees, and agents, harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) that we may incur arising out of or related to your use of the Services or in connection with a third party claim or otherwise, in relation to your use of the Services or access to the Services, or your violation of either these Terms, applicable law or the rights of any third party. To the extent permitted under applicable laws, you hereby release us from any and all claims or liability related to your use of the Services. This provision does not apply with respect to transactions with New Jersey residents.

In connection with the foregoing release, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## 9. RESOLUTION OF DISPUTES FOR US RESIDENTS

**Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey without application of conflict of laws rules, except that the Arbitration provision shall be governed by the Federal Arbitration Act.

**Resolution Of The Dispute.** In the event a dispute arises between you and us, we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer care department at 1-877-744-3577 (1-877-RH-HELPS), or e-mailing us at [support@RHMUD.com](mailto:support@RHMUD.com). If, however, there is an issue that needs to be resolved, these Terms describe how both of us will proceed:

- **Timing Of Dispute.** Any claim you may have with respect to us, our products, the content or Services must be commenced within two (2) years after the claim arises or it shall be barred.
- **Limitation Of Legal Remedies.** INSTEAD OF SUING IN COURT, WE EACH AGREE TO ARBITRATE DISPUTES ON A BILATERAL (INDIVIDUAL) BASIS. We each agree that any dispute, controversy or claim arising out of or relating to any aspect of our relationship; any content accessible from Services, including User Content; claims that may arise after the termination of the Services; and claims related to marketing efforts, including complaints concerning unsolicited text messages, emails, and telemarketing calls. ("Claim(s)") which cannot be settled through the customer service department refunding your payments in full, shall be resolved by one arbitrator through binding arbitration. This agreement to arbitrate is intended to be broadly interpreted. It includes Claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.
- **Class Action Waiver.** We each agree that each of us are waiving the right to a trial by jury and may bring claims against the other only in an individual capacity and not in a class action or representative proceeding. All arbitrations under these Terms shall be conducted on an individual (and not a class-wide) basis, and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others or joining in any arbitration proceedings brought by any other person ("Class Action Waiver").
- **Arbitration Procedures.** A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought. All Notices to us shall be sent to the following address:

RH MUD.com  
P.O. Box 1989

Stockton, CA 95209  
ATTN: Legal Department.

All notices sent by us to you will be sent to the email provided in your Billing Account. Upon receipt of such Notice, the other party shall have a sixty (60) day period in which it may satisfy the Claim against it by fully curing the Claim and/or providing all the relief requested in the Notice, and/or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such sixty-day cure period, you or we may commence an arbitration proceeding. The arbitration of any Claim under this Agreement shall be referred to the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. These rules and procedures are available by calling the AAA or by visiting its web site at [www.adr.org](http://www.adr.org). The arbitration of any Claim shall be conducted in the State in which you reside, and for any claim that does not exceed \$10,000, We will: (1) pay all costs of the arbitration; (2) if you prefer will conduct the arbitration by telephone, and (3) will not seek attorney's fees in the event we prevail. Each party shall pay the fees and costs of its own counsel, experts and witnesses.

- **Choice of Law.** This Agreement concerns a transaction in interstate commerce, and therefore shall be governed by the United States Federal Arbitration Act, 9 U.S.C. § 1 et seq. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
- **Exception.** All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration, with the exception of any claim or action for indemnification, contribution, interpleader, or injunctive relief arising out of a Claim, which claims or actions shall not be subject to arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.
- **Survival.** This arbitration provision shall survive termination of this Agreement and the closing of your account.
- **Severability.** If any provision of these Terms is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions shall remain fully enforceable except that if for some reason this prohibition on Class Action Waiver cannot be enforced, then this agreement to arbitrate will not apply.

#### **10. RESOLUTION OF DISPUTES FOR NON-US RESIDENTS**

If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to us, our products, content, Services or Terms, then we each agree to send a written notice to the other providing a reasonable description of the dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this section. Your notice to us must be sent to us by email or mail by contacting us at the address set forth in [Section 12](#) below. For a period of sixty (60) days from the date of receipt of notice from the other party, we each agree to engage in a dialogue in order to attempt to resolve the dispute, though nothing will require either of us to resolve the dispute on terms either of us, in each of our sole discretion, are uncomfortable. Nothing in this section will prevent a party from pursuing their claims in court or another complaint process.

#### **11. MISCELLANEOUS**

These Terms and policies incorporated herein are the entire agreement between you and us. They supersede any and all prior or contemporaneous agreements between you and us relating to your use of the Services. We may assign these Terms, in whole or in part, at any time. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. Our failure to partially or fully exercise any rights or our waiver of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms. Our rights and remedies under these Terms and any other

applicable agreement between us shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

## **12. CONTACT US**

Please contact us via email at [support@RHMUD.com](mailto:support@RHMUD.com), phone by calling 1-877-744-3577 (1-877-RH-HELPS) or mailing us at:

RH MUD.com

P.O. Box 1989

Stockton, CA 95209

if you have any questions about these Terms.

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