



PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE USING THIS WEBSITE. ALL USERS OF THIS SITE AGREE THAT ACCESS TO AND USE OF THIS SITE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AND OTHER APPLICABLE LAWS. BY USING THIS SITE, YOU INDICATE YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM AT ALL TIMES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THIS SITE. A printable version is available here.

THESE TERMS AND CONDITIONS CONTAIN A <u>DISPUTE RESOLUTION</u> CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

This site is owned and operated by I Prepped, LLC. This site is an ecommerce website.

The present terms and conditions (this "agreement" or "terms") is a legal agreement between you and I Prepped, LLC (hereinafter "I Prepped", "we", "our", or "us"), a company duly organized and validly existing, located in Mountain Home, Arkansas 72653. This agreement nullifies and voids all previous agreements.

## SECTION 1 - OVERVIEW

This website is operated by I Prepped, LLC. Throughout the site, the terms "we," "us," and "our" refer to I Prepped, LLC. I Prepped, LLC provides you, the user, with this website, including all information, tools, and services available from this site, on the condition that you accept all of the terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service," "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the current store will be subject to the terms of service as well. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use or access to the website indicates that you accept those changes.

Our store is hosted on Wix.com. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

#### SECTION 2 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose, and you may not violate through the use of the service any laws in your jurisdiction, including but not limited to, copyright laws.

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in the immediate termination of your Services.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

## **TERMS & CONDITIONS**



- 1. Restriction, suspension, or termination of your access to all or part of our site.
- 2. Change, suspend, or discontinue all or any part of our products or site.
- 3. Refuse, move, or remove any content that is available on all or any part of our site.
- 4. Remove or deactivate your account(s).
- 5. Establish general practices and limits for using our website.

You agree that we will not be liable to you or any third party for taking any of these actions.

#### SECTION 3 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the service, use of the service, or access to the service, or any contact on the website through which the service is provided, without express written permission by us.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the site. I Prepped, LLC content is not for resale. The use of the site does not grant users the right to make unauthorized use of any protected content, and you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of I Prepped, LLC and the copyright owner. You agree that you do not acquire any ownership rights to any protected content. We do not grant you any licenses, express or implied, to the intellectual property of I Prepped, LLC, our licensors, except as expressly authorized by these Terms.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

#### SECTION 4 - CREATING AN ACCOUNT

Once you create an account with us, you are registered on the I Prepped, LLC site. The terms "member," "membership," and "account" all refer to this registration as a member of I Prepped, LLC. If you are merely surfing or browsing through the site and have not yet created an account, your use of the site is still subject to this agreement. If you do not agree to this agreement, do not use this site.

When you create an account, you will provide a unique username and email address. We will also ask you to create a password. If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that I Prepped, LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without authorization.

Furthermore, the registering party hereby acknowledges, understands, and agrees to:

- 1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account.
- 2. Furnish factual, correct, current, and complete information with regards to yourself as may be requested by the data registration process.
- 3. Maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

# **TERMS & CONDITIONS**



If anyone knowingly provides any information that is false, untrue, inaccurate, or incomplete, I Prepped, LLC will have sufficient grounds and rights to suspend or terminate the member, and as such, refuse any and all current or future use of I Prepped, LLC services, or any portion thereof.

## SECTION 5 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, re-sellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

#### **SECTION 6 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy.

## SECTION 7 - NO RIGHT OF SURVIVORSHIP; NON-TRANSFERABILITY

You acknowledge, understand, and agree that your account is non-transferable and that any rights to your ID and/or the contents of your account expire upon your death. Upon receipt of a certified copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

## **SECTION 8 - INTERNATIONAL USERS**

The service is controlled, operated, and administered by I Prepped, LLC from our offices within the USA. If you access the service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the content accessed through https://www.iprepped.com in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

## **SECTION 9 - PRIVACY POLICY**

Every member's registration data and various other personal information are strictly protected by the I Prepped, LLC online <u>privacy policy</u>. As a member, you hereby consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing, or use by I Prepped, LLC and/or our subsidiaries, affiliates, and trusted third party partners.

## **SECTION 10 - CHILDREN UNDER 13**

I Prepped, LLC does not knowingly collect, either online or offline, personal information from persons under the age of 13. If you are under 18, you may use <a href="https://www.iprepped.com">www.iprepped.com</a> only with the permission of a parent or guardian.

## **SECTION 11 - SUBMITTED CONTENT**

I Prepped, LLC shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor to make such content available for inclusion on our website. Therefore, you hereby grant and allow I Prepped, LLC the below listed world-wide, royalty-free and non-exclusive licenses, as applicable:

1. The content submitted or made available for inclusion on the publicly accessible areas of I Prepped, LLC's sites; the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said content on our network services is for the sole purpose of providing and promoting the specific area in which





- this content was placed and/or made available for viewing. This license shall be available so long as you are a member of I Prepped, LLC's sites, and shall terminate at such time when you elect to discontinue your membership.
- 2. For photos, audio, video, and/or graphics submitted or made available for inclusion on the publicly accessible areas of I Prepped, LLC's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform, and/or publicly display said content on our network services is for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of I Prepped, LLC's sites and shall terminate at such time when you elect to discontinue your membership.
- 3. For any other content submitted or made available for inclusion on the publicly accessible areas of I Prepped, LLC's sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such content into other works in any arrangement or medium currently used or later developed.

Those areas which may be deemed "publicly accessible" areas of I Prepped, LLC's sites are those areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

#### SECTION 12 - USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

We may provide an area for our users and members to contribute feedback to our website. When you submit ideas, documents, suggestions, and/or proposals ("contributions") to our site, you acknowledge and agree that:

- 1. Your contributions do not contain any type of confidential or proprietary information.
- 2. I Prepped, LLC shall not be liable or under any obligation to ensure or maintain confidentiality in relation to any contributions, expressed or implied.
- 3. We shall be entitled to make use of and/or disclose any such contributions in any such manner as we may see fit.
- 4. The user or members' contributions shall automatically become the sole property of I Prepped, LLC.
- 5. I Prepped, LLC is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

If, at our request, you send certain specific submissions (for example, contest entries) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation to (1) keep any comments confidential, (2) compensate for any comments, or (3) respond to any comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable, or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.



## SECTION 13 - THIRD PARTY LINKS (external links)

Certain content, products, and services available via our service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by I Prepped, LLC or any association with its operators.

## **SECTION 14 - ELECTRONIC COMMUNICATIONS**

Visiting <a href="www.iprepped.com">www.iprepped.com</a> or sending emails to us constitutes electronic communication. You consent to receiving electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the site, satisfy any legal requirement that such communications be in writing.

## **SECTION 15 - CANCELLATION/REFUND POLICY**

We offer a 30-day return on most items. For additional details, please see our return/refund policy.

## **SECTION 16 - SHIPPING AND DELIVERY**

When you purchase goods from our site, by default, the goods will be delivered using standard delivery using either UPS or USPS. Expedited delivery options are also available during checkout.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and/or holidays.

You will be required to pay delivery charges in addition to the price of the goods and any sales tax you may be responsible for.

If you purchase goods from us for delivery to a destination outside the United States, your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of your providing us with inaccurate or incomplete information.

For additional information, please see our shipping policy.

## SECTION 17 - PRODUCTS AND SERVICES

These Terms apply to all the goods that are displayed on our site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all the goods we provide. We have made every effort to display as accurately as possible the colors and





images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. You agree to purchase goods from our site at your own risk.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

These products or services may have limited quantities and are subject to return or exchange only according to our <u>return</u> policy.

We reserve the right to modify, reject, or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refunds.

#### SECTION 18 - ERRORS, INACCURACIES, AND OMISSIONS

Occasionally, there may be information on our site or in the service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information in the service or on any related website, including, without limitation, pricing information, except as required by law. There is no specific refresh or update date applied in the service or on any related website that should be interpreted as indicating that all information in the service or on any related website has been modified or updated.

## SECTION 19 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **SECTION 20 - INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless I Prepped, LLC, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the site or services, any user postings made by you, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.



#### SECTION 21 - COMMERCIAL REUSE OF SERVICES

The member or user agrees not to replicate, duplicate, copy, sell, resell, or exploit any part, use, or access to I Prepped, LLC sites for any commercial purpose.

## **SECTION 22 - MODIFICATIONS**

I Prepped, LLC reserves the right, at any time it may deem fit, to modify, alter, and/or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension, and/or discontinuance of our services, or any part thereof.

#### **SECTION 23 - TERMINATION**

For all purposes, the parties' obligations and liabilities incurred prior to the termination date will survive the termination of this agreement.

As a member of <a href="www.iprepped.com">www.iprepped.com</a>, you may cancel or terminate your account, associated email address, and/or access to our services by submitting a cancellation or termination request to <a href="mailto:myaccount@iprepped.com">myaccount@iprepped.com</a>.

As a member, you agree that I Prepped, LLC may, without any prior written notice, immediately suspend, terminate, discontinue, and/or limit your account, any email associated with your account, and access to any of our services. The following are some examples, and not an all-inclusive list, of causes for such termination, discontinuance, suspension, and/or limitation of access:

- 1. Any violation or breach of our terms or any other incorporated agreement, regulation, and/or guidelines.
- 2. Harass or mistreat other users of our site.
- 3. Violate the rights of other users.
- 4. Hack into the account of another user.
- 5. Act in any way that could be considered fraudulent.
- 6. In response to requests from law enforcement or other government agencies.
- 7. The discontinuance, alteration, and/or material modification to our services, or any part thereof.
- 8. Unexpected technical or security issues and/or problems.
- 9. Any inactivity that lasts longer than two (2) years.
- 10. Your participation in any fraudulent or illegal activities.
- 11. The nonpayment of any associated fees that may be owed by you in connection with your <a href="www.iprepped.com">www.iprepped.com</a> account services.

Furthermore, you agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made solely at our discretion, and that we shall not be liable to you or any other third party in connection with the termination of your account, associated email address, and/or access to any of our services.

The termination of your account with www.iprepped.com will include any and/or all of the following:

- 1. The removal of any access to all or part of the services offered by www.iprepped.com.
- 2. The deletion of your password, as well as any and all related information, files, and content associated with or contained within your account, in whole or in part.
- 3. The prohibition of future use of all or part of our services.

## **SECTION 24 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion





shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 25 - PROPRIETARY RIGHTS

You hereby acknowledge and agree that I Prepped, LLC's services and any essential software that may be used in connection with our services ("software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any content which may be contained in any advertisements or information presented by and through our services or by advertisers is protected by copyrights, trademarks, patents, or other proprietary rights and laws. As a result, except as expressly permitted by applicable law or as authorized by I Prepped, LLC or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform, or create any plagiaristic works based on I Prepped, LLC services (e.g., content or software), in whole or in part.

We hereby grant you a personal, non-exclusive, and non-transferable right and/or license to use the object code of our software on a single computer, provided that you do not copy, modify, create derivative works from, reverse engineer, reverse assemble, or otherwise attempt to locate or discern any source code, sell, assign, sublicense, give a security interest in, or otherwise transfer any right therein, and shall not permit any third party to do so. Furthermore, you agree that you will not alter or change the software in any way, shape, or form, and that you will not use any modified versions of the software, including and without limitation, to gain unauthorized access to our services. Finally, you agree not to access or attempt to access our services through any means other than the interface provided by I Prepped, LLC for that purpose.

#### SECTION 26 - INTELLECTUAL PROPERTY RIGHTS

You herein acknowledge, understand, and agree that all of the I Prepped, LLC trademarks, copyright, trade names, service marks, and other I Prepped, LLC logos and any brand features, and/or product and service names are trademarks and, as such, are and shall remain the property of I Prepped, LLC. You herein agree not to display and/or use in any manner the I Prepped, LLC logo or marks without obtaining I Prepped, LLC's prior written consent.

I Prepped, LLC will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, I Prepped, LLC may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide us with the following information:

- 1. The electronic or physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest.
- 2. A description of the copyrighted work or other intellectual property that you believe has been infringed upon.
- 3. A description of the location of the site that you allege has been infringing upon your work.
- 4. Your name, physical address, telephone number, and email address.
- 5. A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents, or the law.
- 6. And finally, a statement, made under the penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative, or agent authorized to act on the copyright or intellectual property owner's behalf.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on this website infringes their rights under U.S. copyright law. If you believe in good faith that materials available on this website infringe your copyright, you (or your agent) may send a written notice in accordance with the DMCA (17 U.S.C. 512(c)(3)) by mail or e-mail to us, requesting that we remove such material or block access to it.

All notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. For the requirements of a proper notification and additional details, see <a href="https://www.copyright.gov/title17/92chap5.html#512">https://www.copyright.gov/title17/92chap5.html#512</a>.





The I Prepped, LLC agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address: I Prepped, LLC ATTN: Copyright Agent 40 Plaza Way, Ste. 8-182 Mountain Home, AR, 76253

Telephone: (870) 292-3198

Email: service@iprepped.com

#### **SECTION 27 - CONDUCT**

As a user or member of the site, you acknowledge, understand, and agree that all information, text, software, data, photographs, music, videos, messages, tags, or any other content, whether publicly or privately posted and/or transmitted, is the express sole responsibility of the individual who originated the content. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted, or otherwise made available by way of the I Prepped, LLC service, and as such, we do not guarantee the accuracy, integrity, or quality of such content. It is expressly understood that by use of our services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available by I Prepped, LLC.

Furthermore, you herein agree not to make use of I Prepped, LLC Services for the purpose of:

- 1. Uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or that is hateful and/or racially, ethnically, or otherwise objectionable.
- 2. Causing harm to minors in any manner whatsoever.
- 3. Impersonating any individual or entity, including but not limited to, any I Prepped, LLC officials, forum leaders, guides, or hosts, or falsely stating or otherwise misrepresenting any affiliation with an individual or entity.
- 4. Falsifying captions, headings, or titles, or providing anything else for which you are not authorized by law or by any contractual or fiduciary relationship.
- 5. Offering any such content that would violate a patent, copyright, trademark, or any other proprietary or intellectual rights of a third party by uploading, posting, emailing, sending, or otherwise.
- 6. Uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship.
- 7. Uploading, posting, emailing, transmitting, or otherwise making available any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in areas specifically designated for such purposes.
- 8. Uploading, posting, emailing, transmitting, or otherwise making available any source that may contain a software virus or other computer code, as well as any files and/or programs designed to interfere, destroy, or limit the operation of any computer software, hardware, or telecommunications equipment.
- 9. Disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real-time interactions.
- 10. Interfering with or disrupting any I Prepped, LLC services, servers, and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routing to bypass the robot exclusion headers.
- 11. Intentionally or unintentionally violating any local, state, federal, national, or international law, including but not limited to US Securities and Exchange Commission rules, guidelines, and/or regulations, as well as any rules of any nation or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations with legal force.





- 12. Providing informational support or resources, concealing and/or disguising the character, location, and/or source of any organization designated as a "foreign terrorist organization" by the United States government in accordance with Section 219 of the Immigration Nationality Act.
- 13. "Stalking", or with the intent to otherwise harass another individual.
- 14. Collecting or storing any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

I Prepped, LLC reserves the right to pre-screen, refuse, and/or delete any content available through our services at any time. In addition, we reserve the right to remove and/or delete any such content that would violate the Terms or which would otherwise be considered offensive to other visitors, users, and/or members.

I Prepped, LLC reserves the right to access, preserve, and/or disclose member account information and/or content if required by law or in the good faith belief that such action is reasonably necessary for:

- 1. Compliance with any legal process.
- 2. Enforcement of the Terms.
- 3. Responding to any claim that the content contained therein violates the rights of a third party.
- 4. Responding to requests for customer service.
- 5. Protecting the rights, property, or personal safety of I Prepped, LLC, its visitors, users, and members, including the general public.

I Prepped, LLC herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by I Prepped, LLC or any other content providers supplying content services to I Prepped, LLC. You are strictly prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, or exhibition of any information or materials supplied by our Services, whether done so in whole or in part, is expressly prohibited.

#### SECTION 28 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- 1. For any illegal purpose.
- 2. To solicit others to commit or participate in any illegal act.
- 3. To violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.
- 4. To violate our intellectual property rights or the intellectual property rights of others.
- 5. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against someone because of their gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- 6. Providing false or misleading information.
- 7. To upload or transmit viruses or other malicious code that will or may be used to disrupt the functionality or operation of the service or any related website, other websites, or the Internet.
- 8. Gathering or tracking the personal information of others.
- 9. Spam, phishing, pharming, pretexting, spidering, crawling, or scraping.
- 10. For any obscene or immoral purpose.
- 11. To interfere with or circumvent the service's or any related website's, other websites', or the Internet's security features.

We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.



#### SECTION 29 - VIOLATIONS

Please report any and all violations of this agreement to I Prepped, LLC as follows:

Mailing Address: I Prepped, LLC 40 Plaza Way, Ste. 8-182 Mountain Home, AR 72653

Telephone: (870) 292-3198

Email: service@iprepped.com

## **SECTION 30 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use of optional tools made available through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and agree to the terms under which such tools are made available by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). These terms of service will also apply to any new features or services.

#### SECTION 31 - ENTIRE AGREEMENT

We shall not be deemed to have waived any right or provision of these Terms of Service if we fail to exercise or enforce such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the service constitute the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications, or proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these terms of service shall not be used against the party who drafted them.

## **SECTION 32 - GOVERNING LAW**

These Terms of Service, as well as any separate agreements under which we provide you with services, are governed and construed in accordance with the laws of 40 Plaza Way, Ste. 8-182, Mountain Home, AR, 72653, United States.

## **SECTION 33 - CHOICE OF LAW AND FORUM**

It is mutually agreed upon by both you and I Prepped, LLC that the relationship between the parties shall be governed by the laws of the state of Arkansas, without regard to its conflict of law provisions, and that any and all claims, causes of action, and/or disputes arising out of or relating to the Agreement, or the relationship between you and I Prepped, LLC shall be filed within the courts having jurisdiction within the County of Baxter. You and I Prepped, LLC agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.



#### SECTION 34 - STATUTE OF LIMITATIONS

You acknowledge, understand, and agree that, notwithstanding any statute or law to the contrary, any claim or action arising out of or related to the use of our services or the agreement must be filed within one (1) year of the occurrence of the claim or cause of action or be forever barred.

#### **SECTION 35 - GOVERNMENT REQUESTS**

In order to cooperate with governmental requests, subpoenas, or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including and without limitation, your information, IP address, and usage history. Our right to disclose any such information is governed by the terms of our <a href="Privacy Policy">Privacy Policy</a>.

#### **SECTION 36 - RELEASE**

In the event you have a dispute, you agree to release I Prepped, LLC (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners, members, and any other third parties) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

#### **SECTION 37 - NOTICE**

I Prepped, LLC may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website services, or other reasonable means currently known or any which may be developed. Any such notices may not be received if you violate any aspects of the terms by accessing our services in an unauthorized manner. Your acceptance of this agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our services in an authorized manner.

## SECTION 38 - WARRANTY DISCLAIMER

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- 1. THE USE OF I PREPPED, LLC SERVICES AND SOFTWARE IS AT YOUR SOLE RISK. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. I PREPPED, LLC AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- I PREPPED, LLC AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO SUCH WARRANTIES THAT:
  - I PREPPED, LLC SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS.
  - 2. I PREPPED, LLC SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.
  - THAT THE RESULTS OBTAINED FROM USING THE I PREPPED LLC SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE.
  - 4. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS.
  - 5. THAT ANY SUCH ERRORS IN THE SOFTWARE SHALL BE CORRECTED.
- 3. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH I PREPPED, LLC SERVICES OR SOFTWARE IS ACCESSED AT YOUR SOLE DISCRETION AND RISK, AND AS SUCH, YOU ARE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS,



- DOWNLOADING AND/OR DISPLAYING, OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
- 4. NO ADVICE OR INFORMATION, WRITTEN OR ORAL, OBTAINED BY YOU FROM I PREPPED, LLC OR THROUGH OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- 5. A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR AN UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW, OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.
- 6. YOU AGREE THAT FROM TIME TO TIME, WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME WITHOUT NOTICE TO YOU.
- 7. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

## **SECTION 39 - LIMITATION OF LIABILITY**

IN NO CASE SHALL I PREPPED, LLC, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES OR JURISDICTIONS.

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT I PREPPED, LLC AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA, AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY THAT SAID DAMAGES MAY OCCUR AND RESULT FROM:

- 1. THE USE OR INABILITY TO USE OUR SERVICE.
- 2. THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES.
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA AND/OR TRANSMISSIONS.
- 4. ANY SUCH THIRD PARTY'S STATEMENTS OR BEHAVIOR ON OUR SERVICE.
- 5. AND ANY OTHER MATTERS WHICH MAY BE RELATED TO OUR SERVICE.





#### SECTION 40 - ARBITRATION

If the parties are unable to resolve any dispute between them arising out of or concerning these terms and conditions or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, such dispute shall be resolved only by final and binding arbitration conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar organization. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these terms and conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims with regard to these terms and conditions or any disputes arising as a result of these terms and conditions, whether directly or indirectly, including tort claims that are a result of these terms and conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision will remain in effect even if these terms and conditions are terminated.

## SECTION 41 - CLASS ACTION WAIVER

Any arbitration under these terms and conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PART MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and I Prepped, LLC agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

## **SECTION 42 - CONSUMER PROTECTION LAW**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under the legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

#### **SECTION 43 - CHANGES TO TERMS AND CONDITIONS**

I Prepped, LLC reserves the right, in its sole discretion, to change the terms under which <a href="www.iprepped.com">www.iprepped.com</a> is offered. The most current version of the terms will supersede all previous versions. We encourage you to periodically review the terms to stay informed of our updates. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### SECTION 44 - CONTACT INFORMATION

I Prepped, LLC welcomes your questions or comments regarding the terms. You may contact us as follows:

Mailing Address: I Prepped, LLC ATTN: Legal Dept. 40 Plaza Way, Ste. 8-182 Mountain Home, AR, 76253

Last updated September 7, 2022