

MÖDERE™

TERMS OF USE

# INTRODUCTION

WELCOME TO THE MODERE.COM WEBSITE (THE "SITE"). MODERE, INC. (HEREAFTER "WE", "OUR", "US" OR "MODERE") PROVIDES SERVICES TO YOU SUBJECT TO THE NOTICES, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT (THE "AGREEMENT"). IN ADDITION, WHEN YOU USE ANY OF OUR SERVICES (E.G., CUSTOMER REVIEWS), YOU WILL BE SUBJECT TO THE RULES, GUIDELINES, POLICIES, TERMS, AND CONDITIONS APPLICABLE TO SUCH SERVICE, AND THEY ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. WE RESERVE THE RIGHT TO CHANGE THIS SITE AND THESE TERMS AND CONDITIONS AT ANY TIME. **ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.**

# USE OF SITE

The Modere Site is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Modere Site, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not access, use or register on the Modere Site. In the event we become aware you are under 18, we will terminate your registration.

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of shopping for personal items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you. Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by Modere in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by us in advance. Modere reserves the right to refuse service, terminate accounts, and/or cancel orders at its discretion, including, without limitation, in a situation where Modere believes that customer conduct violates applicable law or is harmful to its interests.

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# CHANGES TO THE MODERE SITE

You agree and understand that the Modere Site, including any and all features available via the Modere Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Modere Site implemented after your initial access to the Modere Site shall be subject to these Terms of Use. We reserve the right to investigate and take appropriate action, including legal action, in our sole discretion, against anyone who violates these Terms of Use, including without limitation, by removing any User Content posted in violation of these Terms of Use, terminating the registration of such violators or blocking such violator's use of the Modere Site.

# REGISTRATION

In order to access some features of the Modere Site, you may be required to register and submit an email address ("User ID") and select a password. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. For example, you may not: (i) access an account controlled by another person with the intent to impersonate that person, or (ii) use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms of Use, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel a User ID in our discretion.

By providing Modere.com your email address and/or mobile phone number, you consent to our using that email address and/or mobile phone number to send you Service-related notices via e-mail or text message, including any notices required by law, in lieu of communication by postal mail. We may also use your email address and/or mobile telephone number to send you other messages via e-mail or text message, such as changes to features of the Service and special offers. If you do not want to receive such email or text messages, you may opt out or change your preferences in your account settings at [modere.com/account/settings](https://modere.com/account/settings). You can also opt out of mobile phone messaging by replying to the text with "STOP". Opting out may prevent you from receiving email or text messages regarding updates, improvements, or offers.

# SECURE PASSWORD GUIDELINES

Modere, Inc. recommends the following guidelines when establishing your Modere Site password:

- At least 8 characters
- At least 1 uppercase letter (A-Z)
- At least 1 lowercase letter (a-z)
- At least 1 numeric value (0-9)

It is also a sound practice to differentiate passwords across multiple online accounts. Using the same credentials for multiple online accounts creates the potential for security breaches.

Each time you use your User ID and password to access your Modere Site account, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and we have no obligation to investigate the authorization or source of any such access or use of the Site. **YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE USER ID AND PASSWORD ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.** You are solely responsible for protecting the security and confidentiality of the User ID and password assigned to you. You shall immediately notify us of any unauthorized use of your User ID and password or any other breach or threatened breach of this Site's security.

## PLACING AN ORDER

At this time, Modere ships merchandise only to locations within the 50 United States and its territories. Modere charges sales tax for merchandise ordered on this Website based on the applicable sales tax rate to the location to which the order is being shipped. Orders cannot be changed or cancelled once submitted. All returns of merchandise are subject to the Modere return policy.

## REVIEWS AND COMMENTS

Except as otherwise provided elsewhere in this Agreement or on the Site, anything that you submit or post to the Site and/or provide us, including without limitation, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and nonproprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit with any review, comment, or other Content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other Content that you post on this Site and that use of your reviews, comments, or other Content by us will not infringe upon or violate the rights of any third party. You shall 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 Submissions or Content. We may, but shall not be obligated to, remove or edit any Submissions (including comments or reviews) for any

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

# DISPUTES

Any dispute relating in any way to your visit to the Site or to the products you purchase through the Site shall be submitted to confidential arbitration in Salt Lake City, Utah, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Utah. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Utah. Arbitration under these Terms of Use shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever banned.

# OUR ADDRESS

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Site to:

Modere, Inc.  
Attn: Legal Dept.  
588 South 2000 West  
Springville, UT 84663  
1-801-418-2888

Or email us at [info@modere.com](mailto:info@modere.com)



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