

TERMS AND CONDITIONS

IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS HOW DISPUTES BETWEEN US WILL BE RESOLVED. THESE TERMS OF USE ALSO LIMIT THE TIME FOR BRINGING ANY ACTION CONCERNING.

These are the terms of use ("Terms of Use") for your use of services or features on the sites owned and controlled by Common Ground Mencare ("CG"), including www.commongroundmencare.com (the "Site"). We may add additional Sites from time to time as we expand our product offerings and these Terms of Use will govern those new Sites when added. You may be accessing our Sites from a computer or mobile device (through an iPhone application, for example) and these Terms of Use govern your use of our Sites and your conduct, regardless of the means of access.

We also like to interact with you on third party sites where we post content or invite your feedback, such Facebook, Twitter, YouTube, LinkedIn ("Third Party Sites"). Our Terms of Use and other areas of our Sites provide guidelines ("Guidelines") and rules and regulations ("Rules") in connection with our Interactive Services, including services that involve Third Party Sites, but CG does not control those Third Party Sites, and these Terms of Use, our Guidelines and our Rules do not apply to companies that CG does not own or control, or to the actions of people that CG does not employ or manage. You should always check the terms of use posted on Third Party Sites. By using the Sites, you signify your agreement to these Terms of Use, our [Privacy Policy](#) and our Guidelines and Rules, whether or not you have read them. If you do not agree with any of these, you should not use our Sites.

CG reserves the right to change or modify any of the terms and conditions contained in the Terms of Use, Guidelines and Rules at any time, without notice and in its sole discretion. If CG decides to change these Terms of Use, CG will post a new version on the Sites and update the date set forth above. Any changes or modifications to these Terms of Use, Guidelines or Rules will be effective upon posting of the revisions. Your continued use of the Sites following posting of any changes or modifications constitutes your acceptance of such changes or modifications and if you do not agree with these changes or modifications, you must immediately cease using the Sites. For this reason, you should frequently review these Terms of Use, our Guidelines and Rules and any other applicable policies, including their dates, to understand the terms and conditions that apply to your use of the Sites.

These terms of use apply unless they conflict with your state law, in which case they do not apply to you and you may have additional rights under your state law.

COPYRIGHT

All design, text, graphics, logos, button icons, images, audio and video clips, the selection and arrangement thereof, and all software on the Sites is Copyright (c) 2017-2018 Common Ground Mencare, LLC, ALL RIGHTS RESERVED. The compilation (meaning the collection, arrangement and assembly) of all content on the Sites is the exclusive property of CG and protected by U.S. and international copyright laws. All software used on the Sites is the property of CG or its software suppliers and is protected by U.S. and international copyright laws. Permission is granted to electronically copy and to print in hard copy portions of the Sites for the sole purpose of placing an order with CG, using the Interactive Services or using the Sites as a shopping resource. Any other use of materials on the Sites--including reproduction for purposes other than those permitted above, modification, distribution, republishing, republishing on third party sites, transmission, display or performance--without the prior written permission of CG is strictly prohibited.

TRADEMARKS

Commongroundmenicare.com and all page headers, custom graphics and button icons are service marks, trademarks, and trade dress of CG and may not be used in connection with any product or service that is not offered by CG in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CG. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

PRODUCT INFORMATION

CG products displayed on the Sites are quoted in U.S. Dollars and are valid and effective only in the U.S. If any minor uses any goods or product from CG, it should be only after the legal or parental guardian has discussed the product with the minor's doctor. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by CG.

All material and information presented by CG is intended to be used for personal educational or informational purposes only. The statements made about products have not been evaluated by the U.S. Food and Drug Administration and the results reported, if any, may not necessarily occur in all individuals. The statements and products are not intended to diagnose, treat, cure or prevent any condition or disease. All products should be used strictly in accordance with their instructions, precautions and guidelines. You should always check the ingredients for products to avoid potential allergic reactions. Use of the Sites is not meant to serve as a substitute for professional medical advice: these Sites are solely online stores for specialty beauty products. Please consult with your own physician or health care practitioner regarding the use of any goods, products or information received from the Sites before using or relying on them. Your physician or health care practitioner should address any and all medical questions, concerns and decisions regarding the possible treatment of any medical condition. CG does not give or intend to give any answers to medical related questions and these Sites do not replace any medical professional or medical resource. CG does not represent itself as a physician nor is this implied. No prescription medications or medical treatments are intentionally provided on the Sites. **IF YOU ARE IN NEED OF MEDICAL ATTENTION, CALL 911 OR YOUR PHYSICIAN IMMEDIATELY.**

The products available on the Sites and the Interactive Services, including any samples CG may provide to you, are for your personal use only. You may not sell or resell any products you purchase or otherwise receive from CG. Promotions that offer a promotional code are for personal use only. CG reserves the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms of Use, as determined by CG in its sole discretion.

COLOR INFORMATION

While CG has tried to accurately display the colors of products, the actual colors you see will depend on your monitor and may not be accurate.

PAYMENT OPTIONS

For your convenience, when you place your first order, we will save your credit, debit card, or PayPal information. You will have the option to use it for all future shipments and charges. We accept the following payment methods at this time: American Express, VISA, MasterCard, and PayPal.

RESPONSIBILITY FOR YOUR CONTENT

You are solely responsible for all content that you upload, post, email or otherwise transmit via or to the Sites, through our Interactive Services or otherwise, including the submission of product ratings and reviews and all other data, profile information, documents, text, software, applications, music, sound, photographs, graphics, video, messages, ratings, forum postings, comments, questions, answers or other materials (collectively, "Content"). We will not accept Content from you unless you are a registered user of the Sites.

YOUR USE OF CONTENT ON THE SITES AND LIMITATION OF LIABILITY

CG provides the Sites and the Interactive Services and all other applications and services on the Sites as a forum only. CG is not liable for any statements, representations, or Content provided by its users in any public forum on the Sites or any Third Party Site, including without limitation through the Interactive Services. Any Content, if displayed, is displayed for entertainment and informational purposes only. More generally, Content posted via or on the Sites or any Third Party Site, including through the Interactive Services, is not controlled by CG. CG cannot guarantee the accuracy, integrity or quality of such Content. You understand that by using the Interactive Services, you may be exposed to Content that may be offensive, indecent or objectionable and CG shall not be liable for any such Content and that the risk of harm or damage from the foregoing rests entirely with you. Under no circumstances will CG be liable in any way for any Content, including, but not limited to, (i) any errors or omissions in any Content, or (ii) any loss or damage (including, without limitation, personal injury or property damage) of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via or to the Sites or through the Interactive Services.

You may access the Content and any other content on the Sites only as permitted under these Terms of Use and the Privacy Policy and you agree to not engage in the use, copying or distribution of any of the Content other than as expressly provided herein.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use of any Content or enforce limitations on use of the Site or the Content therein. You may not interfere with or disrupt the Sites, or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites, including by using any device, software or routine to bypass robot exclusion headers. CG reserves all rights not expressly granted in and to the Content. When using the Interactive Services, you may not disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

YOUR CONTENT SUBMISSIONS

By submitting Content to CG, you represent and warrant that:

- you understand you are participating in a public forum and that your Content will be available to all other users of the Sites, the Interactive Services and potentially Third Party Sites;
- you are the sole author and owner of the intellectual property and other rights thereto (or have the necessary licenses, rights, consents and permissions to use and authorize CG to use all intellectual property and other rights thereto to enable inclusion and use of the Content in the manner contemplated by the Sites and these Terms of Use);

- all "moral rights" that you may have in such Content have been voluntarily waived by you and you do not require that any personally identifying information be used in connection with the Content that you submit, or any derivative works of or upgrades or updates thereto;
- all Content that you post is accurate;
- you are at least 13 years old and, if you are a minor, that you have obtained the consent of your parent or legal guardian to use the Site and agree to these Terms of Use; and that use of the Content you supply does not violate these Terms of Use and will not cause injury to any person or entity.

You also represent and warrant that any Content you submit:

- is not false, inaccurate or misleading;
- does not harm minors;
- does not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity;
- does not violate any obligations you may have with respect to such Content under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- does not violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- is not, or would not reasonably be considered to be, unlawful, harmful, defamatory, libelous, vulgar, obscene, invasive of another's privacy, hateful, racially or religiously biased or offensive, abusive, tortious, threatening or harassing to any individual, partnership or corporation;
- is not submitted for compensation or other consideration from any third party;
- does not include any information that references other websites, addresses, email addresses, contact information or phone numbers;
- complies in all respects with these Terms of Use, our Privacy Policy and all Guidelines and Rules;
- is not unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; and
- does not contain any computer viruses, worms or other potentially damaging computer programs or files.

CG does not endorse any Content or any opinion, recommendation or advice expressed therein, and CG disclaims all liability with respect to the Content.

If your Content includes ideas, suggestions, documents or proposals to CG through the Interactive Services, (a) such Content is not confidential or proprietary and CG has no obligation of

confidentiality, express or implied, with respect thereto; (b) CG may have something similar to that Content already under consideration or development; and (c) you are not entitled to compensation, payment or reimbursement of any kind for such Content from CG under any circumstances unless you are otherwise notified by CG in writing.

For any Content that you submit, you grant CG a worldwide, perpetual, irrevocable, royalty-free, sub-licensable and transferable right and license to use, reproduce, communicate, distribute, copy, modify, delete in its entirety, edit, adapt, publish, translate, publicly display, publicly perform, use, create derivative works from and/or sell and/or distribute such Content and/or incorporate such Content into any form, medium or technology whether now or hereafter known throughout the world without compensation to you. This license will survive the termination of these Terms of Use and your use of the Site.

GUIDELIENS FOR INTERACTIVE SERVICES

We want to know what you think of the products you've tried, bought, know and love and we encourage you to use our Interactive Services. When writing a review CG or posting a comment on one of our social pages, please consider the following guidelines:

- Focus on the product and your individual experience using it;
- Provide details about why you like or dislike a product; and
- All submitted reviews, comments and questions are read by our moderators and are subject to these Terms of Use.

You may not use our Interactive Services to impersonate any person or entity, including, without limitation, any CG official, employee or partner, or to falsely state or otherwise misrepresent your affiliation with a person or entity. You may not use the Interactive Services to collect or store personal data about other users.

As noted above, CG reserves the right to not post a review or to withdraw a posted review for any reason. Your review will be excluded if it violates Guidelines or the provisions in these Terms of Use regarding submission of Content generally.

THIRD PARTY CONTENT AND THIRD PARTY SITES

CG may provide content of third parties ("Third Party Content") or links to Third Party Sites as a service to those interested in this information. CG does not monitor, approve or have any control over any Third Party Content or the Third Party Sites and the inclusion of links to Third Party Content or Third Party Sites does not imply any association or relationship between CG and such third party. CG does not guarantee, endorse or adopt the accuracy or completeness of any Third Party Content or any Third Party Site. CG is not responsible for updating or reviewing Third Party Content or Third Party Sites. You use Third Party Content and Third Party Sites at your own risk. Third Party Content, including comments from third party users submitted to CG through the Interactive Services, do not necessarily reflect the views of CG.

MOBILE SERVICES

If you access the Sites via your mobile device (through an iPhone application, for example), we do not currently charge for this access. Please be aware that your carrier's normal rates and fees, such as text messaging fees or data charges, will still apply.

MODIFICATION OF CONTENT

All Content that you submit is not confidential and may be used at CGs sole discretion. CG may or may not pre-screen Content. However, CG and its designees will have the right (but not the obligation) in their sole discretion to pre-screen, change, condense or delete any Content on the Sites. In particular, CG and its designees will have the right to remove any Content that CG deems, in its sole discretion, to violate the Guidelines, or any other provision of these Terms of Use or is otherwise objectionable. CG does not guarantee that you will have any recourse through CG to edit or delete any Content you have submitted. CG reserves the right to incorporate any Content you have submitted into any account you may have, now or in the future, as a registered user of the Sites. Ratings, written comments, questions and answers are generally posted within two to four business days. However, CG reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not CG, are responsible for the contents of any Content you submit. None of the Content that you submit shall be subject to any obligation of confidence on the part of CG, its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, officers and employees.

RESERVATION OF RIGHTS

CG reserves the right, at any time, without notice and in its sole discretion, to terminate your license to use the Interactive Services and the Sites and to block or prevent your future access to and use of the Interactive Services and the Sites. CG may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms of Use, (iii) respond to claims that any Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of CG and its employees, its users and the public.

COMMON GROUND SUBSCRIPTION PROGRAMS

PLEASE READ THIS MEMBERSHIP AGREEMENT CAREFULLY. By using the CG website (the "Site"), you agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words "you" and "your" refer to each Client or Site visitor, "we", "us" and "our" refer to Common Ground Mencare. It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact us.

REGISTRATION AND MEMBERSHIP

In order to enjoy all the benefits of membership, you must register and become a member of the site. You may visit the site without registering. You must use a valid email address and create a password to register your profile. Once you have placed your first order, you will automatically become a recurring member. All information that you provide to register is subject to the [Privacy Policy](#). You may cancel your membership at any time by calling customer service. If you have any questions, please email: support@commongroundmencare.com

You must provide and keep us up to date with accurate member information, including your name, address, and payment information. You agree that we may update your information with information your bank or credit card issuer may supply, or other information available to us. All such personal information is subject to the [Privacy Policy](#), incorporated into this Agreement. We are not responsible for any fees or charges that your bank or credit card issuer may apply. If your credit card issuer reverses a charge to your credit card, we may bill your account directly and seek payment by another method including a mailed statement.

REGISTERED USERS

As a registered user of CG, you agree to receive emails promoting any special offer(s), including third party offers.

MEMBERS

As a member of CG, you agree to receive emails, newsletters and other communications announcing your monthly shipments and promoting any special offer(s), including third party offers.

As a member, we will notify you of your upcoming monthly shipment by email. If you do not respond or change any information in [My Account](#) on commongroundmencare.com, we will send you your default order. You may cancel your membership at any time.

BILLING AND PAYMENTS

PAYING BY CREDIT CARD

For your convenience, when you place your first order and become an official member, we will save your credit, debit card, or PayPal information and use it for all future shipments and charges which will automatically be charged to your saved default card unless you notify us. If your payment is unsuccessful upon shipment, we will continue to attempt to process payment for your

monthly box at our discretion. We accept the following payment methods at this time: American Express, VISA, MasterCard, PayPal. For your convenience and continuous membership benefits as a client, if your payment method reaches its expiration date and you do not edit your payment information or cancel your account, you authorize us to continue billing that credit card on file including extending the expiration date until we are notified by you or the credit card company that the account is no longer valid. We encourage you to update your payment method information or cancel your account should you wish to discontinue your membership with us.

SHIPPING, RETURNS AND EXCHANGES

Shipping, return and exchange of any merchandise ordered through the Site or in connection with your membership are subject to the CG Shipping, Return and Exchange Policies.

Replacement of products for shipped merchandise claimed as not received are subject to our investigation, which may include postal-service notification. We will adjust your account at our discretion. Repeated claims of undelivered merchandise may result in the cancellation your membership.

RISK OF LOSS

The risk of loss and title for items purchased by you pass to you upon CG's delivery of the items to the carrier pursuant to the CG Shipping Policy.

LOCAL TAXES

Common Ground Mencare has a presence in Texas and Washington; therefore all orders shipped to these states will be charged sales tax.

INTERNATIONAL ACCESS

This Site may be accessed from countries other than the United States. This Site may contain products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use this Site outside the United States you are responsible for complying with your local laws and regulations.

MEMBERSHIP CANCELLATIONS

We will do everything to make your membership as satisfying as possible. However, you are free to cancel your membership any time.. You must cancel your membership by 11:59pm (Pacific) 3 business days prior to your to avoid being charged on next month's shipment. We may terminate your membership, without notice, for conduct we believe violates this Agreement or our policies, is harmful to other Members or our business interests, or for an inactive account.

ADDITIONAL TERMS

By continuing your membership, you accept and agree to the terms of this Membership Agreement and any changes made by us to it once we notify you of these changes. If you do not wish to be bound by this Agreement, please see above for how to cancel your membership. Your edits or changes to either the online or offline versions of this Agreement or a membership offer will not be effective, regardless of form.

DISCLAIMER

CG IS PROVIDING THE SITES, THEIR CONTENTS AND THE INTERACTIVE SERVICES ON AN "AS-IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SITES OR INTERACTIVE SERVICES, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS, INCLUDED ON THE SITES OR AS PART OF THE INTERACTIVE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, CG DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, CG DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITES OR THE INTERACTIVE SERVICES IS ACCURATE, COMPLETE OR CURRENT. Price and availability information is subject to change without notice.

CG WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITES OR THE INTERACTIVE SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

CERTAIN STATE LAWS, INCLUDING NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless CG (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind and nature, known and unknown, including reasonable legal fees, arising out of (a) your use of and access to the Sites and the Interactive Services; (b) your violation of any term of these Terms of Use; (c) a breach of your representations and warranties set forth above regarding Content; (d) your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right); or (e) any claim that any Content you submitted caused damage to a third party. This indemnification obligation will survive the termination of these Terms of Use and your use of the Sites and the Interactive Services.

This provision may be void, unenforceable or inapplicable in certain states, and you may have additional rights under your state law.

APPLICABLE LAW

The Sites and Interactive Services are created and controlled by CG in the State of Washington, U.S.A. As such, the laws of the State of Washington will govern these Terms of Use (except that the Federal Arbitration Act governs all provisions relating to arbitration), without giving effect to any principles of conflicts of laws. CG reserves the right to make changes to its Web site and these Terms of Use at any time.

OUR ADDRESS

COMMON GROUND MENCARE
4616 25TH AVE NE #551

SEATTLE, WA 98105

DIGITAL MILLENIUM COPYRIGHT ACT (DMCA)

If you believe your work or content has been copied and posted to the Sites in a way that constitutes copyright infringement, please provide CG's designated copyright agent the following written information in accordance with the Digital Millennium Copyright Act (the "DMCA"):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Sites;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- Your name, address, telephone number and email address (if available); and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

FRAUD PROTECTION PROGRAM

As part of our order processing procedures, we screen all received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. If such is the case, we may reject your order or our Customer Service department may call you at the phone number or email address you provided to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

GENERAL

Subject to the paragraph below about arbitration, any claim or dispute between you and CG that arises in whole or in part from the Sites or the Interactive Services shall be decided exclusively by a court of competent jurisdiction located in King County, Washington. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and CG's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English.

MANDATORY ARBITRATION

This Mandatory Arbitration section applies if you live in the United States (or your principal place

of business is there). IF ANY DISPUTE ARISES BETWEEN CG AND YOU RELATING TO THESE TERMS OF USE (EXCEPT FOR IP CLAIMS DESCRIBED BELOW), WE BOTH AGREE THAT THE DISPUTE WILL BE SETTLED ONLY THROUGH ARBITRATION. This means that neither CG nor you will sue in court before a judge or jury, individually or as a class member. Instead, one neutral arbitrator will decide the dispute, and the arbitrator's decision will be final except for a limited right of appeal under the Federal Arbitration Act. The arbitrator may award declaratory or injunctive relief only for the individual claims between CG and you.

The arbitration will be administered by the American Arbitration Association ("AAA"), (or if it fails or declines to serve, another similar service or organization agreed to by CG and you, or appointed by the court if the parties cannot agree), in accordance with its rules of practice and procedure. The arbitrator will be bound to follow applicable federal and state laws and regulations in deciding all issues and in rendering any award. The parties will be entitled to invoke the rules of discovery applicable to Washington state court proceedings. The arbitration proceedings will be conclusive and not appealable, and any party to any award rendered in any arbitration proceeding will be entitled to have judgment entered on that award. Arbitration will take place in Seattle, Washington, and will be held in English. Each of us will pay our own attorneys' fees and expenses and one-half of the arbitrator's fees and expenses.

This Mandatory Arbitration section does not apply to disputes about the enforcement or validity of CG's or your intellectual property rights, or the intellectual property rights of our respective licensors.

You may reject any change we make to this Mandatory Arbitration section by sending us notice within 30 days of the change by U.S. Mail to CG's address in the Applicable Law section. If you do, the most recent version of this Mandatory Arbitration section before the change you rejected will apply.

CLASS ACTIONS WAIVER

CG AND YOU AGREE THAT ANY PROCEEDINGS TO RESOLVE ANY DISPUTE, INCLUDING ARBITRATION AND LITIGATION IN COURT, WILL BE CONDUCTED INDIVIDUALLY ONLY. Neither of us will seek to have any dispute heard as a class action, a class-wide arbitration, a private attorney-general action, or any other proceeding in which either of us acts or proposes to act as a representative for others. CG and you also agree that no arbitration or other proceeding will be combined with another arbitration or proceeding without the written consent of CG, you, and every other party to that arbitration or proceeding.

TIME LIMIT TO BRING CLAIMS

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU AND CG AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITES AND THE INTERACTIVE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.