



908 Riverside Dr. • Palmetto, FL 34221

## It Works! Website Terms of Use

Please read these Terms of Use (the "**Agreement**") carefully before using this website. By accessing, browsing, or using the It Works! website located at [www.itworks.com](http://www.itworks.com) (the "Site"), and/or other It Works! sites that link to these Terms of Use including mobile applications, It Works! services and products, or any applications, including Distributor replicated websites, made available by It Works! (collectively the "Service"), you agree to be bound by this Agreement and all terms and conditions incorporated by reference. The Service is owned and/or operated and controlled by It Works Marketing, Inc. ("It Works!"). **These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these terms and conditions, do not access or use the Service.**

There may be times when we offer a special promotion or feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special promotion or feature control with regard to that special promotion or feature to the extent there is a conflict with these Terms of Use.

***Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims you and we may have against each other are resolved (see Section 10 below). Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding, and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.***

We may modify these terms and conditions of this Agreement from time to time. We will notify you of material changes to this Agreement by posting the revised Agreement on the Service at least thirty (30) days before the effective date. If you do not agree with the revised draft of this Agreement, you should discontinue your use of the Service prior to the time the revised Agreement takes effect. Your continued use of the Service after the new Agreement takes effect will mean that you accept those changes.

- 1. Privacy Policy.** In connection with your use of the Service, please review our Privacy Policy, located at <http://www.itworks.com/Legal/Privacy/> to understand how we use information we collect from you when you access, browse, or use the Service. The Privacy Policy is part of and is governed by these Terms of Use and by agreeing to these Terms of Use, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.
- 2. Affirmative Representations Regarding Your Use of the Service.** When you use the Service, you represent that: (a) you are an It Works! Distributor, associated with an It Works! Distributor, or a customer of It Works! or one of its Distributors; (b) you are 18 years of age or older or you are of sufficient legal age or otherwise have legal capacity to legally enter into these Terms of Use; (c) you will comply with all laws, rules, and regulations applicable to your use of the Service and your Contributions (defined in Section 4 below), including but not limited to, copyright laws; and (d) if you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity.
- 3. Member Accounts and Registration**

You may be required to register with It Works! to access certain interactive portions of the Service. As a registered member you agree to: (i) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (the "Registration Data"); (ii) maintain and promptly update the Registration Data; and (iii) comply with the rules governing Contributions in Section 4 below. It Works! prohibits the creation of, and you agree that you will not create, an account for anyone other than yourself.

As part of the registration process, you will be required to create a user ID and password. Only one user ID may be associated with your member account. You may not use a user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other

rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You will be responsible for maintaining the confidentiality of your user ID and password and you are responsible for any activity that occurs through your account. You further agree you will not sell, transfer, license, or assign your account, followers, username, or any account rights without the express written permission of It Works!.

#### 4. Rules Governing User Contributions; Prohibited Activities.

**User Contributions.** If you maintain an active member account with the Service, you may be able to submit comments and content to the Service (collectively, "Contributions"). When you make Contributions, you acknowledge and agree that those Contributions will be non-proprietary and non-confidential, may be made available to the general public, and may be used by It Works! without restriction. You grant to It Works! the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license, sublicensable through multiple tiers, without compensation to you, to use, reproduce, distribute (through multiple tiers), adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display, publicly perform, digitally perform, make, have made, sell, offer for sale and import all Contributions, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise. You are responsible for the content of, and any harm resulting from, Contributions you make on or through the Service. When making a Contribution, you represent and warrant that:

- you own or have sufficient rights to your Contributions;
- your Contribution does not violate, misappropriate, or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark, and/or other intellectual property rights;
- you have fully complied with any third-party licenses relating to Contributions and shall pay all royalties, fees, and any other monies required to be paid in connection with Contributions that you post on or through the Service;
- you will not post Contributions that: (A) are defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (B) incite, encourage or threaten immediate physical harm against another, including but not limited to, Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; and (C) contain material that solicits personal information from anyone under the age of 13 or exploits anyone in a sexual or violent manner;
- you will not post Contributions that contain advertisements or solicit any person to buy or sell products or services; and
- you will not post Contributions that constitute, contain, install, or attempt to install or promote spyware, malware, or other computer code, whether on our or others' computers or equipment, designated to enable you or others to gather information about or monitor the on-line or other activities of another party.

**Prohibited Activities.** In addition to the obligations described in Section 6(a), you agree that in connection with your use of the Service, you will not:

- change, modify, adapt, or alter the Service or another website so as to falsely imply that it is associated with the Service or It Works!;
- use the Service for any unauthorized purpose including collecting usernames and/or email addresses by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, the Service without our express written consent;
- transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service, including without limitation, hacking into the Service, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;
- impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;
- post advertisements or solicitations for jobs or employment, or otherwise use the Service to hire any person to perform work;

- decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense the Service, or any portion thereof;
- circumvent, disable, or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any Materials (as defined in Section 8) or enforce limitations on use of the Service or the Materials on the Service;
- interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware, or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any It Works! page is rendered or displayed in a user's browser or device;
- create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler, or scraper; or
- attempt to restrict another user from using or enjoying the Service or encourage or facilitate violations of this Agreement or any other It Works! terms.

5. **Our Intellectual Property Rights.** Except for your Contributions and the Contributions of other users of the Service, the content on the Service (“Materials”) and the trademarks, service marks, and logos contained on the Service are owned by or licensed to us and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Service and the Materials are for your information and personal use only and not for commercial exploitation and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Materials. We reserve all rights in and to the Service and the Materials. If you download or print a copy of the Materials for your own personal use, you must retain all trademark, copyright, and other proprietary notices contained in and on the Materials.

## 6. **Our Management of the Service; User Misconduct**

**Our Right to Manage the Service.** We reserve the right, but do not undertake the obligation to: (i) monitor or review the Service for violations of these Terms of Use and for compliance with our policies; (ii) report to law enforcement authorities and/or take legal action against anyone who violates these Terms of Use; (iii) refuse, restrict access to or the availability of, or remove, delete, edit or disable (to the extent technologically feasible) any Contribution or any portion thereof; (iv) manage the Service in a manner designed to protect our and third parties’ rights and property or to facilitate the proper functioning of the Service; (v) screen our users or members, or attempt to verify the statements of our users or members and/or (vi) monitor disputes between you and other users or to terminate or block you and other users for violating these Terms of Use.

**Interactions with other Users.** You are solely responsible for your interactions with other users of the Service. Please note that there are risks that may arise when dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on the Service and that you give to other users of the Service. You are discouraged from publicly posting your telephone number or street address on the Service. Information posted to the Service by other users of the Service may be offensive, harmful or inaccurate, and in some cases may be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through the Service. Opinions and other statements included in users’ Contributions do not represent the opinions or statements of It Works! and the posting of a Contribution on the Service does not constitute It Works!’ support or endorsement of any opinions or statements expressed in the applicable Contribution.

**Right to Terminate Users.** WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF USE, OR OF ANY APPLICABLE LAW OR REGULATION.

7. **Third Party Sites.** The Service may contain links to websites operated by third parties (“Third Party Sites”). We do not own

or operate the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third Party Sites. The availability of these links on the Service does not represent, warrant, or imply that we endorse any Third Party Sites or any materials, opinions, goods, or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. **These Terms of Use do not apply to Third Party Sites. Before visiting a Third Party Site through links provided on or through the Service, you should review the Third Party Site's terms and conditions and privacy policy.**

## **8. Warranty Disclaimer; Limitation on Liability**

### **Disclaimer of Warranties**

TO THE EXTENT PERMITTED BY LAW, THE SERVICE, INCLUDING, WITHOUT LIMITATION, ALL MATERIALS, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER IT WORKS! NOR ITS PARENT COMPANY, AFFILIATES OR SUBSIDIARIES NOR ANY OF THEIR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS (COLLECTIVELY, THE "IT WORKS! PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) THE Materials; (C) USER contributions; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO IT WORKS! OR VIA THE SERVICE. IN ADDITION, THE IT WORKS! PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

TO THE EXTENT PERMITTED BY LAW, THE IT WORKS! PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE IT WORKS! PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE IT WORKS! PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE IT WORKS! PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. PRODUCT SPECIFICATIONS AND OTHER INFORMATION HAVE EITHER BEEN PROVIDED BY IT WORKS! VENDORS OR COLLECTED FROM PUBLICLY AVAILABLE SOURCES. WHILE IT WORKS! MAKES EVERY EFFORT TO ENSURE THAT THE INFORMATION IN THE SERVICE IS ACCURATE, IT CAN MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED IN THE SERVICE. IT WORKS! MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH REGARD TO ANY PRODUCT PROVIDED OR OFFERED BY IT WORKS! THROUGH ITS VENDORS, AND YOU ACKNOWLEDGE THAT ANY RELIANCE ON REPRESENTATIONS AND WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE SHALL BE AT YOUR OWN RISK.

### ***Limitation of Liability***

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE IT WORKS! PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) THE Materials; (C) USER Contributions; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE IT WORKS! PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE IT WORKS! PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE IT WORKS! PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. IN NO EVENT WILL THE IT WORKS! PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00). FOR NEW JERSEY RESIDENTS, THE LIMITATION ON LIABILITY IS INAPPLICABLE WHERE ATTORNEYS' FEES, COURT COSTS, OR OTHER DAMAGES ARE MANDATED BY STATUTE.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF IT WORKS!' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE IT WORKS! PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE IT WORKS! PARTIES.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

9. **Indemnification.** To the extent permitted by law, you (and also any third party for whom you operate an account or activity on the Service) agree to defend (at It Works!' request), indemnify and hold the It Works! Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Contributions when used by It Works! as permitted hereunder; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by It Works! in the defense of any claim. It Works! reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of It Works!. You (and also any third party for whom you operate an account or activity on the Service) will not be required to indemnify and hold the It Works! Parties harmless from and against any claims, liabilities, damages, losses, or expenses resulting from It Works!' own negligent conduct.

## 10. Legal Disputes and Arbitration Agreement

- a. **Initial Dispute Resolution.** We are available by email at [Privacy@itworks.com](mailto:Privacy@itworks.com) to address your concerns regarding use of the Service. Most concerns may be quickly resolved in this manner. You and It Works! agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.
- b. **AGREEMENT TO BINDING ARBITRATION.** IF A SOLUTION IS NOT REACHED WITHIN A PERIOD OF THIRTY (30) DAYS FROM THE TIME INFORMAL DISPUTE RESOLUTION IS PURSUED PURSUANT TO THIS SECTION 10(a) ABOVE, THEN EITHER PARTY MAY INITIATE BINDING ARBITRATION. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OF USE (INCLUDING ITS FORMATION, PERFORMANCE AND BREACH), THE PARTIES' RELATIONSHIP WITH EACH OTHER AND/OR YOUR USE OF THE SERVICE SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED ON A CONFIDENTIAL BASIS BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS OF THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), EXCLUDING ANY RULES OR

PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THESE TERMS OF USE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THESE TERMS OF USE IS VOID OR VOIDABLE. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE INTERPRETATION AND ENFORCEMENT OF THESE TERMS OF USE SHALL BE SUBJECT TO THE FEDERAL ARBITRATION ACT.

THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

THE AAA'S RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT 1.800.778.7879. TO THE EXTENT THE FILING FEE FOR THE ARBITRATION EXCEEDS THE COST OF FILING A LAWSUIT, WE WILL PAY THE ADDITIONAL COST. IF WE ARE REQUIRED TO PAY THE ADDITIONAL COST OF THE FILING FEES, YOU SHOULD SUBMIT A REQUEST FOR PAYMENT OF FEES TO AAA ALONG WITH YOUR FORM FOR INITIATING THE ARBITRATION, AND WE WILL MAKE ARRANGEMENTS TO PAY ALL NECESSARY FEES DIRECTLY TO AAA. THE ARBITRATION RULES ALSO PERMIT YOU TO RECOVER ATTORNEY'S FEES IN CERTAIN CIRCUMSTANCES.

- c. **CLASS ACTION AND CLASS ARBITRATION WAIVER.** YOU FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN YOUR RESPECTIVE INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND YOU EXPRESSLY WAIVE YOUR RESPECTIVE RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THIS PARAGRAPH IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH ABOVE IN THIS SECTION 10 (b) SHALL BE DEEMED NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE DISPUTES.
- d. **Exception - Small Claims Court Claims.** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- e. **Arbitration and Class Action Waiver Opt-Out.** You may opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Section 10, (b), (c), and (d) by sending written notice of your decision to opt-out to It Works Marketing, Inc., Attn: Legal, 908 Riverside Drive, Palmetto, Florida 34221. The notice must be postmarked within thirty (30) days of registering to use the Service. Such notification must include: (i) your name; (ii) your email address and mailing address; and (iii) a clear statement that you do not wish to resolve disputes with us through arbitration or waive your ability to participate in a class action. If you do not notify us in accordance with this paragraph, you agree to be bound by the terms set forth in Section 2, including, without limitation, the arbitration and class-action waiver provisions, and also including such provisions in any modifications we make to these website Terms of Use after the date of your first acceptance.
- f. **Exclusive Venue for Litigation.** To the extent that the arbitration provisions set forth in this Section 10(b) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Manatee County, Florida, (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Florida for any litigation other than small claims court actions.
- g. **Applicable Law.** You agree that all matters relating to your use of the Service, including all disputes, will be governed by the laws of the United States and by the laws of the State of Florida, without regard to principles of conflict of laws.

**Survival.** This Section 10 will survive the termination of any or all of your transactions with It Works!.

11. **Miscellaneous.** If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default of these Terms of Use will be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and It Works!. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms of Use constitute the entire agreement between you and It Works! and governs your use of the Service, superseding any prior agreements between you and It Works!. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of It Works!. Any purported assignment or delegation by you without the appropriate prior written consent of It Works! will be null and void. It Works! may assign these Terms of Use or any rights hereunder without your consent. These Terms of Use do not confer any third-party beneficiary rights.

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