

YOUR USE OF THE WEBSITE AND THE CONTENT CONTAINED HEREIN CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

The bostonmountainpublishing.com website, including all of its features and content ("Website") is a service made available by Boston Mountain Publishing LLC, also referred to herein as Boston Mountain Publishing and/or bostonmountainpublishing.com, and all content, information, services, text, photographs, video, audio, graphics and software ordered or provided on or through the Website ("Content") may be used solely under the following terms and conditions of use ("Terms of Use").

1. Website Limited License. The Website and the Content are protected by copyrights, trademarks, patents, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. As a visitor to the Website you are granted a nonexclusive, nontransferable, revocable, limited license to access and use the Website and the Content in accordance with these Terms of Use. Boston Mountain Publishing may terminate this license at any time for any reason. Certain features and areas of the Website require you to register, create an account and become a Member of the Website (each, a "Member").

2. Fees and Payments.

2.1. Boston Mountain Publishing charges fees for access to certain parts of the Website and Content. In order to access these areas, you may be required to become a Member. Notwithstanding the foregoing, any specific arrangement you may make with Boston Mountain Publishing regarding payment of fees shall not affect in any way your other obligations under the Terms of Use, except as provided otherwise herein. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including but not limited to charges for any products or services offered for sale through the Website. All fees and charges shall be billed to you, and you shall be solely

responsible for their payment. You shall pay all applicable taxes relating to the use of the Website, Content and any other products or services through your account. Certain portions of the Website or the Website as a whole may require a subscription agreement and/or a prepaid fee which may be modified from time to time by Boston Mountain Publishing in Boston Mountain Publishing's sole discretion. The prepaid fee, and all taxes and other fees related thereto shall be paid by you in advance. In no event will you be allowed access to any portion of the Website or Content for which a prepaid fee is required unless and until Boston Mountain Publishing receives all fees and charges payable by you.

2.2. Our store is hosted on Wix.com. Wix provides us with the online e-commerce platform that allows us to sell our products and services to you. Your data is stored through Wix.com's data storage, databases and the general Wix.com application. If you choose a direct payment gateway to complete your purchase, then Wix.com stores your credit card data as is necessary to complete your purchase transaction. Regardless of the measures and efforts taken by Wix.com, we cannot and do not guarantee the absolute protection and security of your Personal Information, your Users-of-Users' Information or any other User Content you upload, publish or otherwise share with Wix or anyone else. For more insight, you may also want to read the Wix.com Terms of Use here (<https://www.wix.com/about/terms-of-use>) and/or their privacy statement here, (<https://www.wix.com/about/privacy>).

2.3. The Website enables you to purchase certain goods and services. You may be directed to a third-party website in order to make a purchase, in which case these Terms of Use will not apply to your use of that third party website or to your purchase of those goods and services. Please review the terms governing your use of those third-party websites and your purchases thereon.

3. Limitations on Use; Third Party Communications.

3.1. Limitations on Use. You must be at least 13 years old to use the Website. Unless otherwise agreed by you and Boston Mountain Publishing in a separate written agreement, the

Content on the Website is for your personal use only (subject to these Terms of Use) and not for commercial exploitation. You shall not use the Website or the Content for any illegal purpose, in any illegal manner or in any manner inconsistent with these Terms of Use. You shall not decompile, recompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the Content. You shall not use any network monitoring or discovery software to determine the Website's architecture, or extract information about usage, individual identities or users. You shall not use any robot, spider, crawler, scraper or any other automatic software or a camera or other device, or manual process to monitor or copy the Website or the Content. You shall not use the Website to transmit any false, misleading, fraudulent or illegal communications. You shall not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, noncommercial or public purposes all or any portion of the Website or the Content. You shall not use, transfer, distribute or dispose of the Website or the Content in any manner that could compete with the business of Boston Mountain Publishing. You shall not use or otherwise export or re-export the Website or any portion thereof, or the Content in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Website or its Content is prohibited.

3.2. Third Party Communications. Boston Mountain Publishing disclaims all liability for any Third- Party Communications, as defined below, that you may receive and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third- Party Communications. Boston Mountain Publishing assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications. As used herein, "Third-Party Communications" means any communications directed to you from any third party directly or indirectly in connection with the Website or Content.

4. Intellectual Property Rights.

4.1 Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring on you or any third-party any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory law), rule or regulation including, without limitation, those related to copyright or other intellectual property rights. You agree that the Content and Website are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws.

4.2 *Submissions to www.bostonmountainpublishing.com and affiliated servers*

Any information submitted without explicit copyright notice, including but not limited to remarks, suggestions, ideas, graphics or other submissions, communicated to Boston Mountain Publishing through this site shall become exclusive property of Boston Mountain Publishing LLC. Boston Mountain Publishing is entitled to use any information submitted for any purpose without restriction or compensation to the person sending the submission. The user acknowledges the originality of any submission communicated to Boston Mountain Publishing and accepts responsibility for its accuracy, appropriateness and legality.

4.3 The Website will contain interactive areas which may include, without limitation, blogs, wikis, bulletin boards, discussion boards, chat rooms, email forums, and question and answer features (the "Interactive Areas"). Unless otherwise provided in a separate written agreement between you and Boston Mountain Publishing, all content original to you that you post to the Interactive Areas (collectively, "Postings") is solely your property. You grant to Boston Mountain Publishing a non-exclusive, royalty-free, worldwide license to use, authorize use of and have used on its behalf any Postings. Said license is without any payment, permission or notification due from Boston Mountain Publishing to you or any third-party. The license includes the right to make, use, reproduce, publish, modify, adapt, prepare derivative works of, combine with other works, translate, distribute, display, perform and sublicense Postings in any form, medium, or technology now known or hereafter developed. You can remove your Postings at any time by sending us an email to contact@bostonmountainpublishing.com stating your full name, address, phone number and the information necessary to locate and delete your information, as well as including "Remove Post" in headline. If you have any Posting removed, Boston Mountain

Publishing will cease using that particular Posting in promotional materials and derivative Postings; provided that (i) Boston Mountain Publishing may not be able to control uses of your Postings made by other users and will not be liable for any use by a third-party and (ii) Boston Mountain Publishing may maintain a copy of removed Postings in its discretion for archival and legal purposes.

4.4. You certify and warrant that the Postings: (i) are your original works or that the owner of such works has expressly granted to Boston Mountain Publishing a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license for said works with all of the rights granted by you in section 4.2 and/or 4.3 of these Terms of Use and (ii) do not violate and will not violate applicable law or the rights of any third-party including any right of publicity, right of privacy, copyright, patent, trademark or other intellectual property right or any proprietary right.

4.4. You acknowledge and agree that your submission of Postings to the Website does not create any new or alter any existing relationship between you and Boston Mountain Publishing.

4.5. By submitting Postings to the Website, you acknowledge and agree that Boston Mountain Publishing may create on its own ideas that may be, or may obtain submissions that may be, similar to Postings you submit. To the extent any such similarities are not merely coincidental; you shall have no recourse against Boston Mountain Publishing for any alleged or actual infringement or misappropriation of any proprietary or other right in or related to the Postings you provide to Boston Mountain Publishing, except as otherwise provided herein.

5. Digital Millennium Copyright Act - Notification of Alleged Copyright Infringement. Boston Mountain Publishing has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. Boston Mountain Publishing reserves the right to remove any

Content and/or Posting that allegedly infringes another person's copyright. Boston Mountain Publishing will terminate, in appropriate circumstances, Members or Guests who are repeat infringers of another person's copyright. Notices to Boston Mountain Publishing regarding any alleged copyright infringement should be directed to Boston Mountain Publishing via email at: contact@bostonmountainpublishing.com with the Headline Title: Copyright Infringement

5.1 Filing a DMCA Notice to Remove Copyright-Protected Content

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:

- a) Your name, address, telephone number, and email address;
- b) A description of the copyrighted work that you claim has been infringed;
- c) A description of where on the Website the material that you claim is infringing may be found, sufficient for Boston Mountain Publishing to locate the material (e.g., the URL);
- d) A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright Boston Mountain Publishing, its agent, or the law;
- e) A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the primary copyright holder.
- f) Your electronic or physical signature.

5.2 Filing a DMCA Counter-Notice to Restore Content Removed from the Website

If you believe that your material has been removed by mistake or misidentification, please provide Boston Mountain Publishing with a written counter-notification containing the following information:

- a) Your name, address, and telephone number;
- b) A description of the material that was removed and the location on the Website (e.g., the URL) where it previously appeared;
- c) A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;

- d) A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, any judicial district in which Boston Mountain Publishing may be found, and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person; and
- e) Your electronic or physical signature.

6. **No Solicitation.** You shall not distribute on or through the Website any Postings containing any advertising, promotion, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization without the express written permission of Boston Mountain Publishing LLC.

7. **Advertisers.** The Website may contain advertising and sponsorship. We partner with and/or promote and/or produce products and/or services that we stand by. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website is accurate and complies with applicable laws. Boston Mountain Publishing will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

8. **Registration.** Certain sections of the Website may require you to register. If registration is required, you agree to provide accurate and complete registration information. It is your responsibility to inform Boston Mountain Publishing of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise. Boston Mountain Publishing does not permit a) anyone other than you to use or access the Content or sections of the Website requiring registration by using your name or password; or b) access through a single name that is made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorized use. If you believe there has been

unauthorized use, you must notify Boston Mountain Publishing immediately via email at contact@bostonmountainpublishing.com with the email headline "Unauthorized Use".

9. Postings in Interactive Areas of the Website.

9.1. Postings to be Lawful. If you participate in Interactive Areas on the Website, you shall not post, publish, upload or distribute any Postings which are unlawful or abusive in any way, including, but not limited to, any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law. Boston Mountain Publishing may delete your Postings at any time for any reason or no reason without permission from you.

9.2. Postings to be in Your Name. Your Postings shall be accompanied by your real name and shall not be posted anonymously. Notwithstanding the previous sentence, if the applicable registration page for your participation in any of the Interactive Areas allows you to create a screen name, you may also select and use an appropriate screen name that is not your real name, provided that you use your real name when registering for participation in the Interactive Area. Participants in Interactive Areas shall not misrepresent their identity or their affiliation with any person or entity.

9.3. Postings shall not contain protected health information. You are strictly prohibited from submitting Postings that are considered protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

9.4. No Monitoring of Postings. Boston Mountain Publishing shall have no obligation to monitor or screen Postings and is not responsible for the content in Postings or any content linked to or from Postings. Boston Mountain Publishing however reserves the right, in its sole discretion, to

monitor Interactive Areas, screen Postings, edit Postings, cause Postings not to be posted, published, uploaded or distributed, and remove Postings, at any time and for any reason or no reason.

9.5. **Non-Commercial Use Only of Interactive Areas.** Interactive Areas are provided solely for personal use. Any unauthorized or commercial use of the Interactive Areas of the Website, its Content, or Postings is expressly prohibited.

10. **Errors and Corrections.** Boston Mountain Publishing does not represent or warrant that the Website or the Content or Postings will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. Boston Mountain Publishing does not warrant or represent that the Content or Postings available on or through the Website will be correct, accurate, timely, or otherwise reliable. Boston Mountain Publishing may make improvements and/or changes to its features, functionality, Content or Postings at any time.

11. **Third Party Content.** Third party content (including, without limitation, Postings) may appear on the Website or may be accessible via links from the Website. Boston Mountain Publishing shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on the Website. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief or opinion of Boston Mountain Publishing. Further, information and opinions provided by employees and agents of Boston Mountain Publishing in Interactive Areas are not necessarily endorsed by Boston Mountain Publishing and do not necessarily represent the beliefs and opinions of Boston Mountain Publishing LLC and its subsidiaries.

12. **Assumption of Risk.** You assume all liability for any claims, suits or grievances filed against you, including, but not limited to, all damages related to your participation in any of the Interactive Areas.

13. **DISCLAIMER.** THE WEBSITE, THE INTERACTIVE AREAS, THE CONTENT, AND POSTINGS ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. BOSTON MOUNTAIN PUBLISHING LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BOSTON MOUNTAIN PUBLISHING DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THE WEBSITE, THE INTERACTIVE AREAS, THE CONTENT, AND THE POSTINGS INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) THIRD PARTY COMMUNICATIONS, (C) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (D) THE UNAVAILABILITY OF THE WEBSITE, THE INTERACTIVE AREAS, THE CONTENT, THE POSTINGS, OR ANY PORTION THEREOF, (E) YOUR USE OF THE WEBSITE, THE INTERACTIVE AREAS, THE CONTENT, OR THE POSTINGS, OR (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEBSITE, THE INTERACTIVE AREAS, THE CONTENT, OR THE POSTINGS.

14. **LIMITATION OF LIABILITY.** BOSTON MOUNTAIN PUBLISHING SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE WEBSITE, THE CONTENT, THE POSTINGS, THE INTERACTIVE AREAS, ANY FACTS OR OPINIONS APPEARING ON OR THROUGH ANY OF THE INTERACTIVE AREAS, OR ANY THIRD PARTY COMMUNICATIONS. BOSTON MOUNTAIN PUBLISHING SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE

THE WEBSITE, THE INTERACTIVE AREAS, THE CONTENT, THE POSTINGS, OR ANY THIRD PARTY COMMUNICATIONS. YOU AND BOSTON MOUNTAIN PUBLISHING AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE ARISING HEREUNDER WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU ACT OR PROPOSE TO ACT IN A REPRESENTATIVE CAPACITY. YOU FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY AND ALL PARTIES TO ANY SUCH PROCEEDING.

15. Indemnification. You agree to indemnify, defend and hold harmless Boston Mountain Publishing LLC, its present and future members, managers, employees, agents, successors, assigns, licensors, suppliers and any third party information providers to the Website from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you or arising from or related to any Postings uploaded or submitted by you and/or any false or misleading information that you submit to Boston Mountain Publishing.

16. Third-Party Rights. The provisions of paragraphs 13 (Disclaimer), 14 (Limitation of Liability) and 15 (Indemnification) are for the benefit of Boston Mountain Publishing LLC and its present and future members, managers, employees, agents, successors, assigns, licensors, suppliers, and any third-party information providers to the Website. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

17. Unlawful Activity; Termination of Access. Boston Mountain Publishing reserves the right to investigate complaints or reported violations of the Terms of Use and to take any action

Boston Mountain Publishing deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Member profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. Boston Mountain Publishing may discontinue any party's participation in any of the Interactive Areas at any time for any reason or no reason. Boston Mountain Publishing also reserves the right to block access from particular internet address to the Website and any other Boston Mountain Publishing websites and their features.

18. Remedies for Violations. The remedies provided herein are cumulative and not exclusive of any remedies available by law and in equity.

19. Governing Law and Jurisdiction. The Terms of Use are governed by and construed in accordance with the internal law of the State of Arkansas without reference to its principles of conflicts of laws and any action arising out of or relating to these Terms of Use shall be filed only in the Benton County Circuit Court in Bentonville, Arkansas or the United States District Court for the Western District of Arkansas in Fayetteville, Arkansas and you hereby consent and submit to the exclusive personal jurisdiction of such courts for the purpose of litigating any such action.

20. Privacy. Your use of the Website is subject to Boston Mountain Publishing's Privacy Policy

21. Severability of Provisions. These Terms of Use incorporate by reference any notices contained on the Website and the Privacy Policy and constitute the entire agreement with respect to access to and use of the Website, the Interactive Areas, the Content and the Postings. If any provision of these Terms of Use is deemed unlawful, void or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability.

22. Product Descriptions. Boston Mountain Publishing and its affiliates attempt to be as accurate as possible. However, Boston Mountain Publishing does not warrant that product descriptions or other content on this site is accurate, complete, reliable, current, or error-free. If a product offered by Boston Mountain Publishing itself is not as described, your remedy is to contact Boston Mountain Publishing by email at contact@bostonmountainpublishing.com (with the headline "Product Descriptions"). If the product is returned within 20 business days of your purchase in an unused condition, Boston Mountain Publishing shall conduct an inspection of the product and if the product is not as described, provide you a refund.

23. Modifications to Terms of Use. Boston Mountain Publishing reserves the right to change these Terms of Use at any time. Updated versions of the Terms of Use will appear on the Website and are effective immediately. You are responsible for regularly reviewing the Terms of Use. Continued use of the Website after any such changes constitutes your consent to such changes.

Last Updated: May 2019